

Use Code 141

**Prospectus for Campground and  
Related Granger-Thye Concessions  
Laurel River Lake Recreation Area  
Daniel Boone National Forest**

**U.S. DEPARTMENT OF AGRICULTURE  
Forest Service**



August 2014

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## **Pertinent Materials (Available Upon Request)**

“Cleaning Recreation Sites” (USDA-Forest Service)

“In Depth Design and Maintenance Manual for Vault Toilets” (USDA-Forest Service)

## I. Business Opportunity

### A. Introduction

This prospectus is being issued to solicit applications for a concession campground special use permit. A permit to provide high-quality public service in the operation and maintenance of government-owned recreation facilities located on the London Ranger District, Daniel Boone National Forests, will be issued. The permit will include the following developed sites located on Laurel River Lake:

- **Grove Campground**
- **Holly Bay Campground**
- **Grove Boat-In Campground**
- **White Oak Boat-In Campground**
- **Craig's Creek Group Use Area**

This offering is for the operation of all of the campgrounds listed above. Applications must include operation of all sites to be considered.

#### Interpretive Services

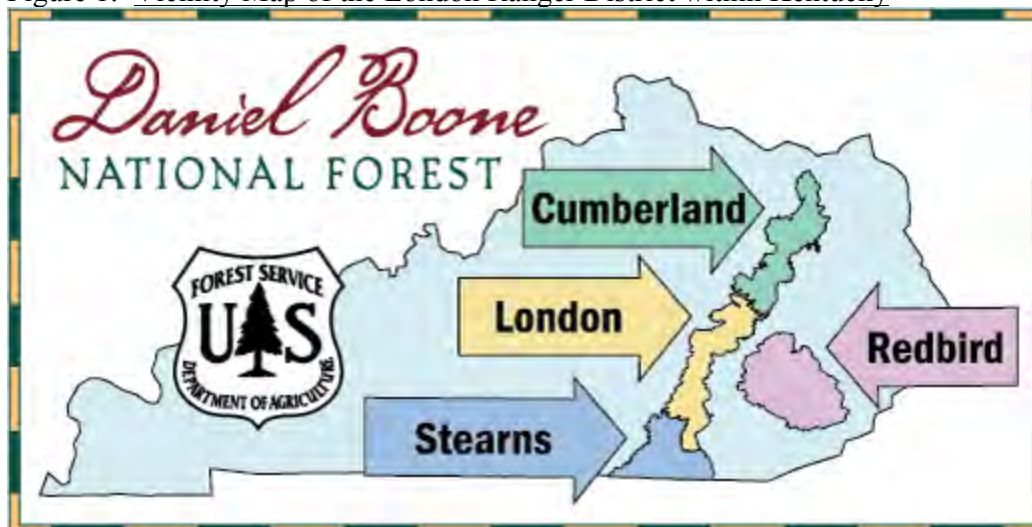
The permit holder is required to provide an interpretive program at Holly Bay Campground on Saturday evenings from Memorial Day weekend thru Labor Day weekend.

Interpretive programs should enhance the visitor experience and increase visitor understanding of the National Forest. Programs should focus on natural resource messages rather than general entertainment. Interpretive services can take the form of campfire programs, guided walks, lectures, activities, displays or other similar items. The Daniel Boone National Forest Interpretive Plan provides suggested key messages and themes.

The successful bidder will have the option to use the Grove Maintenance Building for office space and two garage bays for storage of equipment and supplies, provided he/she agrees to pay the utilities for the building.

The authorized officer for this business opportunity is the Forest Supervisor for the Daniel Boone National Forests, 1700 Bypass Road, Winchester, KY 40391.

Figure 1: Vicinity Map of the London Ranger District within Kentucky





The current permit for this concession expires on December 31, 2014. Over the past three years, this concession has generated the following gross revenues:

Year	Gross Revenue	Number of Visitors per Site			
		Occupancy Use/Area	2011	2012	2013
2011	\$306,148.	Grove Campground	2864	2653	2724
2012	\$305,949.		Grove Boat-In	1065	439
2013	\$293,289.	Holly Bay Campground	7682	7401	7554
		Craigs Creek	154	157	129
		White Oak Boat-In	221	473	339

## B. Area Description

The 707,000 acre Daniel Boone National Forest is located in Southeastern Kentucky. The Daniel Boone National Forest is an urban forest that provides outdoor recreation opportunities to more than one million visitors annually.

The Laurel River Lake Recreation Complex is located on the London Ranger District of the Daniel Boone National Forest. The complex consists of four (4) campgrounds and a group use area located around Laurel River Lake. (see Appendix1: *Vicinity and Permit Area Map*)

<http://www.fs.usda.gov/main/dbnf/home>

Laurel River Lake is a deep, clean 5,600-acre lake surrounded by the Daniel Boone National Forest. The U.S. Army Corps of Engineers constructed the lake and operates a beach, picnic area, dam and powerhouse. Laurel River Lake is situated 15 miles east of London, KY (Interstate 75), 80 miles south of Lexington, KY (Interstates 64 & 75), and 90 miles north of Knoxville, TN (Interstates 40 & 75). For more information on the area refer to <http://www.londonkytourism.com> and <http://www.laurelkytourism.com>

Other recreational facilities located around Laurel River Lake consist of 2 privately owned marinas operated under US Forest Service special use permits, 7 boat launching facilities, 4 picnic grounds, 2 lake access points and Whitman Branch Shooting Range.

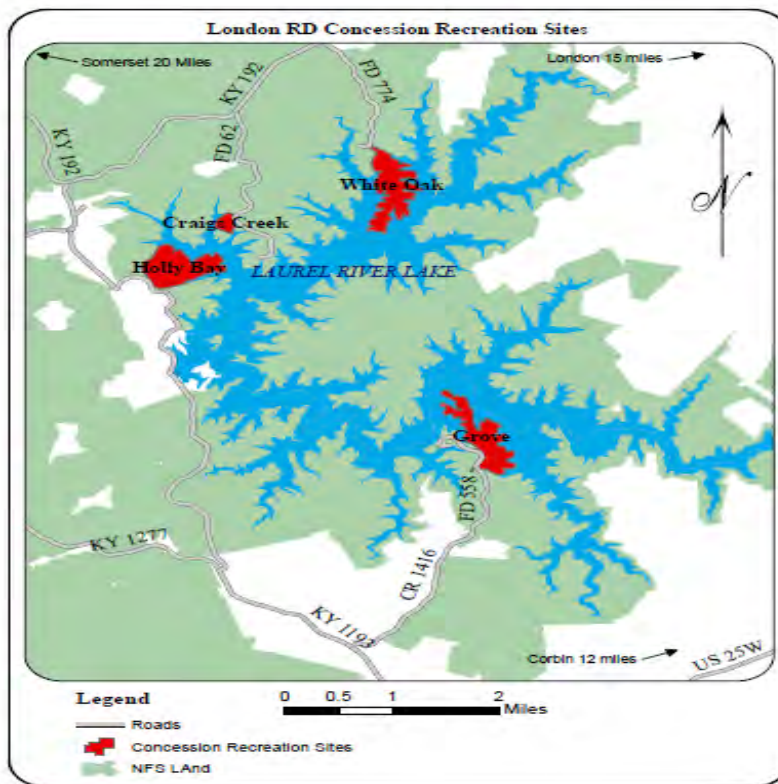
Within the Laurel River Lake Recreation Complex are two campgrounds and the group use area which are accessible by vehicle and two campgrounds which are accessible by boat or walk-in. The vehicle accessible campgrounds provide electric and water hookups at each site. Bathhouses and restrooms are centrally located. The boat-in campgrounds provide water and vault toilets. The group use area provides the opportunity for large groups to camp or picnic together. Service roads access the boat-in campgrounds for administrative use.

Area attractions within easy driving distance include the Big South Fork National River and Recreation Area, the Cumberland River, Cumberland Gap National Park, Cumberland Falls State Park and Lake Cumberland. Recreational activities include hiking, camping, biking, fishing, hunting, wildlife viewing, whitewater rafting, canoeing and kayaking. The second largest waterfall east of the Mississippi River is located at Cumberland Falls State Park. Outfitter/guide services are available to take customers on whitewater rafting trips down the Cumberland River. Lake Cumberland is a 50,000-acre lake that is popular for boating, fishing, and other water associated recreation activities. Sixty percent of the visitors coming to the area campgrounds are local with the remainder being from out of state.

## C. Description of Developed Recreation Sites and Facilities

The Laurel River Lake Recreation Complex consists of two highly developed campgrounds that are accessible by vehicles, two primitive campgrounds that are accessible by boat and walk-in, a group use area that is accessible by vehicle and an administrative site.

Figure 2: Area Map



## D. Vehicle Accessible Campgrounds

### Grove Campground

Location: Grove Campground is located on a ridge on the south side of Laurel River Lake approximately 8 miles from I-75 (exit 25) at Corbin, KY. Access is via US Hwy 25W to State Hwy 1193 to Forest Road 558 to campground entrance. (see Appendix 2: *Site Map/Campground Maps*)

General Facilities:

- 52 drive-in sites with electric and water hookups (30 amps)
- 37 single family sites
- 15 double family sites
- 3 host sites
  - A1, A5, and B11
- 4 walk-in sites where campers leave their vehicle at a parking area and walk in to the sites.
- 2 restroom buildings with flush toilets
- 1 shower-house with hot showers and flush toilets
- 1 trailer dump station with trash receptacle and pole light
- 1 entrance station (gatehouse) with pole light
- 3 centrally located dumpster pads and screens
- 1 mile (approximately) of pathways
- 2.4 miles of roads in the campground



All roads, including campground roads and campsite spurs are paved.

Figure 3: Grove Campground Entrance



Figure 4: Grove Bathhouse



Figure 5: Grove Campsite



### **Holly Bay Campground**

Location: Holly Bay Campground is located adjacent to the north side of Laurel River Lake approximately 16 miles from I-75 (exit 38) at London, KY. Access is via KY 192 to KY 1193 to campground entrance. (see Appendix 2: *Site Map/Campground Maps*)

#### **General Facilities:**

- 75 drive-in sites with electric and water hookups
  - 64 single family sites
  - 11 double family sites
- 5 host sites
  - A4, A8, G10, H10, and F1
- 19 walk-in sites where campers leave their vehicle at a parking area and walk in to the sites
- 3 restroom buildings with flush toilets
- 2 shower-houses with hot showers and flush toilets
- 1 trailer dump station with trash receptacle and pole light
- 1 entrance station (gatehouse) with pole light
- 5 centrally located dumpster pads
- 1 fish cleaning building with trash receptacle
- 1 boat launching facility, parking lot, 20'x 20' boat dock and pole light
- 1 interpretive stage for evening programs
- 4.1 miles of pathways
- 2.7 miles of roads in the campground

All roads, including campground roads and campsite spurs are paved.



Figure 6: Holly Bay Campground Boat Ramp



**TABLE 1: Characteristics of Grove Campground and Holly Bay Campground**

<b>Recreation Site</b>	<b>Grove Campground</b>	<b>Holly Bay Campground</b>
Communications at the site	Land line phone is available in entrance station (Gate House). Cell phone coverage is available at the entrance and maintenance building for some companies.	Land line phone is available in entrance station (Gate House). Cell phone coverage is available at the entrance and maintenance building for some companies.
Utilities at the Site	Municipal water & electricity	Municipal water & electricity
Toilet/Shower Type	2 restrooms with flush toilets 1 shower house with flush toilets	3 restrooms with flush toilets 2 shower houses with flush toilets
FS Trash Bins Available	At all toilet/shower houses	At all toilet/shower houses
Trash Collection	3-dumpsters at designated points (United Waste Management)	5-dumpsters at designated points (United Waste Management)
Accessibility	All tables & fire rings/grills are accessible. Not all campsites are accessible	All tables & fire rings/grills are accessible. Not all campsites are accessible
Number of Camping Units at Sites	Drive-In sites: Single sites – 37 Double sites – 15 Walk-In sites Single sites – 4 Double sites – 0	Drive-In sites: Single sites – 64 Double sites – 11 Walk-In sites Single sites – 16 Double sites – 3
2014 Fee/Unit	Drive-in sites: Single-\$26/\$31, Double-\$48/\$53 (premium) Walk-in sites: Single-\$16, Double-\$26	Drive-In Sites: Single-\$26/\$31, Double-\$48/\$53 (premium) Walk-in Sites: Single-\$16, double-\$26
Operating Season Minimum	Second weekend in April to mid-October	Second weekend in April to mid-October

Figure 7: Holly Bay Bathhouse



Figure 8: Holly Bay Camp Site



Figure 9: Holly Bay Camp Site



## **E. Boat Accessible Campgrounds**

### **Grove Boat-In Campground**

Location: Grove Boat-In Campground is located on the south side of Laurel River Lake. Access to the campground is from one of the seven public boat ramps located on Laurel River Lake. Administrative access to the campground is via Forest Road 558c which begins at the end of C Loop in Grove Campground. NOTE: The beginning of this road contains a short, steep section that can be slippery under wet conditions. (see Appendix 2: *Site Map/Campground Maps*)

#### General Facilities:

- 31 boat-in sites
- 19 single family sites



- 12 double family sites
- 4 centrally located restroom areas with unisex vault toilets
- 6 bulletin boards
- 4 trash collection sites
- 3 fee tubes
- 5 centrally located water hydrants

### **Whiteoak Boat-In Campground**

Location: Whiteoak Boat-In Campground is located on the north side of Laurel River Lake. Access to the campground is from one of the seven public boat ramps located on Laurel River Lake. Administrative access to the campground is via Forest Road 772, which begins at the Whiteoak Parking Lot adjacent to Marsh Branch Boat Ramp. (see Appendix 2: *Site Map/Campground Maps*)

#### General Facilities:

- 51 boat-in sites
  - 41 single family sites
  - 10 double family sites
- 7 centrally located duplex vault toilets
- 9 bulletin boards
- 7 trash receptacles located at the toilet areas
- 7 fee tubes located at the toilet areas
- 10 centrally located water hydrants

**TABLE 2: Characteristics of Grove and White Oak Boat-In Campgrounds**

Recreation Site	Grove Boat-In	Whiteoak Boat-In
Communications at the site	Cell phone (depending on carrier)	Cell phone (depending on carrier)
Utilities at the site	Municipal water	Municipal water
Toilet Type	4-unisex vault toilets	7-duplex vault toilets
FS Trash Containers	Forest Service provides centrally located trash cans in the campground.	Forest Service provides centrally located trash cans in the campground.
Trash Collection	Permit holder is responsible for trash removal and disposal.	Permit holder is responsible for trash removal and disposal.
Accessible	No	No
Number of Units at Sites	Single sites – 19 Double sites – 12	Single sites – 41 Double sites – 10
2014 Fee/Units	Single-\$16, Double-\$26	Single-\$16, Double-\$26
Operating Season Minimum	First weekend in May through first weekend in October	First weekend in May through first weekend in October

### **F. Group Use Area**

#### **Craig's Creek Group Use Area**

Location: Craig's Creek Group Use Area is located on the north side of Laurel River Lake approximately 14 miles from I-75 at London, KY. Access is via State Hwy 192 to Forest Service Hwy 62. It is approximately 2 miles from State Hwy 192 to the group area. (see Appendix 2: *Site Map/Campground Maps*)



General Facilities:

**Group Site A:**

- Group tent camping only
- 1 preparation table
- 1 fire ring/grill, with 9 benches
- Fire pit
- 5 picnic tables

Figure 10: Group Site A



**Group Site B:**

- Tent camping only
- 1 preparation table
- 1 small pedestal grill
- 1 fire ring/grill with 9 benches
- 8 picnic tables

**Group Site C:**

- Tent camping only
- 1 preparation table
- 1 small pedestal grill
- 1 fire ring/grill
- 8 picnic tables
- 6 campsites, each with lantern pole

**Picnic Shelter:**

- 1 preparation table
- 1 large pedestal grill
- 6 picnic tables
- 1 playfield
- 2 horseshoe pits

**Other facilities:**

- 2 host sites with hook ups

Figure 11: Craig's Creek Group Shelter



Figure 12: Playing field



The group use area includes a centrally located bathhouse, dumpster pad and four water hydrants. It also includes two accessible host sites with electric and water hook-ups.

**TABLE 3: Characteristics of Craig's Creek Group Use Area**

Recreation Site	Craig's Creek Group Use Area
Communications at the Site	Cell phone (depending on carrier)
Utilities at the Site	Municipal water (West Laurel Water)
Toilet Type	Bathhouse
FS Trash Bins	No
Trash Collection	1 – dumpster pad at designated point Waste Management
Accessible	No
Number of Units at Site	4 group use areas
2013 Fee/Unit	Site A - \$90 (up to 30 people) Site B - \$90 (up to 30 people) Site C - \$125 (up to 60 people) Picnic Shelter - \$90 (up to 60 people)
Operating Season Minimum	April 15 to October 15

### **G. Administrative Site**

The successful bidder will have the option to utilize an administrative site located adjacent to Grove Campground. The site contains a temperature controlled maintenance work center, which includes two bays and an office area with a security system, covering approximately 1600 square feet. If utilized, the bidder is responsible for paying the utilities.

Forest Service retains one bay on the right side of building for sign storage. This area is neither heated nor cooled.

Figure 13: Grove Administrative Site (maintenance work center)



## **H. Government-Furnished Property**

The Forest Service will provide certain property in conjunction with the special use permit, (see Appendix 3: *Inventory of Government-Furnished Property*). Included in this inventory is a description, quantity, and the estimated replacement cost of the applicable property.

Prospectus applicants should be aware that any improvements made to or on Government recreation sites by the permit holder or his/her agent become the property of the United States. Prior to each use season, a joint inventory of the recreation sites and property will be made.

## **I. Government-Furnished Supplies**

The Forest Service will not furnish any supplies for day-to-day operation of the concession. Government-furnished supplies will be limited to those necessary for programmatic consistency, including:

- A copy of the USDA FS Publication “Cleaning Recreation Sites”
- Title VI signs, which describe the prohibition of discrimination based on race, color and national origin
- An electronic copy of the Daniel Boone National Forest Interpretive Plan
- A sample list of previous campground program presentations will be given to the permit holder

## **J. Utilities and Waste Management**

Certain utilities and infrastructure exist for the developed recreation sites identified in this prospectus. The permit holder will be responsible for securing, managing, and paying for these utilities. Applicants should contact current service providers to get their estimated costs. These utilities include:

**Electrical:** There are 75 sites with electric hookups in Holly Bay Campground and 52 sites with electric hookups in Grove Campground.

Grove Campground – Cumberland Valley Electric (3 meters)  
Holly Bay Campground – Jackson Energy (5 meters)  
Grove Maintenance Work Center – Cumberland Valley Electric (1 meter)  
Craig’s Creek Group Area – Jackson Energy (1 meter)

The Forest Service will require the permit holder to notify Cumberland Valley Electric and Jackson Energy that the permit holder is to be listed as the user and billed for electrical service. If the permit holder elects to utilize the Grove maintenance building, he/she will be required to maintain electric service year round, in the permit holders name, to provide minimum heat to this building during the winter months. Craigs Creek Group Use Area has an electric hot water heater and receptacles for the shower house. The permit holder will be responsible for this electric bill.

Electricity supplied to Holly Bay Campground entrance station and dump station is on the same meter as the Holly Bay Maintenance Building and is paid for by the Forest Service.

**Telephone:** Telephone hook-ups are available at Grove and Holly Bay Campground entrance stations and the office located in the Grove Maintenance Work Center. There is cell phone coverage depending on the service provider utilized.

Grove Campground Entrance Station – Bell South  
Grove Maintenance Work Center – Bell South  
Holly Bay Campground Entrance Station – Windstream

The permit holder will be required to contact Bell South and Windstream to make arrangements for service to be in the permit holder’s name.

**Water:** Municipal water companies supply water to all of the campgrounds included in the Laurel River Lake Recreation Complex.

Grove Campground – Cumberland Falls Water District (1 meter – includes Grove Boat-In Campground and Grove Maintenance Work Center)  
Holly Bay Campground – West Laurel Water District (1 meter)  
Whiteoak Boat-In Campground – West Laurel Water District (1 meter)  
Craigs Creek Group Use Area – West Laurel Water District (1 meter)

The permit holder is required to operate the water system and be in compliance with applicable federal, state and local drinking water laws and regulations for operation and maintenance of a public water system.

#### Water Systems

It is the responsibility of the permit holder to ensure that these water systems are turned on and functioning properly prior to opening the sites and properly shut down during the winter. If the water systems sustain damage from being improperly shut down or turned on, the Permit Holder will be responsible for all costs associated with their repair.

The permit holder is required to become knowledgeable about the different water systems so he/she can be prepared to service and maintain them.

The permit holder may request the Forest Service assume this work under the terms of a collection agreement. Work done under a collection agreement would only include winterizing water systems

for the campground and buildings in the fall and opening the water systems for the campground and buildings in the spring. Water testing would remain the responsibility of the Permit Holder.

The following steps will be performed on the system:

- Thoroughly flush the entire system, and remove any foreign matter
- Take a water sample from each loop within the campground and have it tested before the campground is opened. Satisfactory bacteriological test results must be obtained through an approved testing laboratory for bacterial, nitrate, and other applicable testing as required by regulations. All test results will be furnished to the Forest Service. (see Appendix 4: *Form FS 2700-4h, Clause V.B*)

### **Wastewater Treatment:**

The Forest Service operates and maintains two Wastewater Treatment Plants and associated facilities including lift stations and force mains. One treatment plant, located near Grove Marina, services the Grove Recreation Area and provides wastewater treatment service to Grove Campground and Grove Marina. The other wastewater treatment plant is located near Holly Bay marina and services the Holly Bay Recreation Area and provides wastewater treatment service to Holly Bay Campground and Holly Bay Marina.

The permit holder will be required to enter into a Collection Agreement with the Forest Service to pay for wastewater treatment service for Grove and Holly Bay Campgrounds and the Grove Administrative Site. The fee for wastewater service for CY2013 was \$24,000. This fee may be adjusted in the future based upon operational expenses, but the fee will not increase or decrease more than 10% in any one year. The sewage treatment plants are maintained and run by a licensed operator, who are annually certified by the state of Kentucky.

The permit holder is responsible for pumping the vault toilets in Grove Boat-In Campground and Whiteoak Boat-In Campground when needed. Craig's Creek Group Use Area is on a sewage system (septic tank), with leach field, and the permit holder will be responsible for pumping out the tank each year.

**Garbage:** The permit holder will be responsible for providing dumpsters and garbage removal at all sites. Waste Connections Inc. provides dumpsters and garbage removal for the current permit holder.

Applicants should note that the service roads into Grove and Whiteoak Boat-In Campgrounds are not suitable for use by large vehicles such as garbage disposal trucks operated by waste disposal companies. The operating plan should state how garbage will be removed from the boat-in campground.

**Recycling:** Recycling of aluminum materials is required in the campgrounds. The permit holder will be responsible for providing the recycling receptacles and disposing of the recyclable material at an approved recycling facility. Recycling receptacles should be wildlife resistant containers to prevent attracting bears into the campground.

## **II: Forest Service Concession Programs and Policies**

Government-owned recreational site concessions are authorized by a special-use permit issued under the Granger-Thye Act, 16 U.S.C. 580d, and implementing regulations at 36 C.F.R. 251 (B).

In addition, there are certain Forest Service programs and policies that are applicable to campground concession operations. All applicants must be compliant with these requirements.

## **A. National Recreation Reservation Service (NRRS)**

The Daniel Boone National Forest participates in the NRRS, which provides nationwide, toll-free telephone reservations for single-family or group camping sites, rental cabins, and other recreational facilities. Visitors pay the camping fee at the time they make a reservation, and no fees are collected at the site (although the permit holder may allow occupancy of any site in the NRSS that is unreserved and charge on site for that use).

The current NRRS contractor is ReserveAmerica, 18 Division Street, Suite 213, Saratoga Springs, New York 12866. Contact information for the NRRS follows.

John Cameron  
Forest Service Agency Technical Representative/  
Region 8 NRRS Coordinator  
Telephone: 850-523-8589  
Email: [jhcameron@fs.fed.us](mailto:jhcameron@fs.fed.us)

NRRS Help Desk (Technical and Inventory)  
Telephone: 877-345-6777  
FAX: 888- 724-5520  
Email: [nrrshelp@reserveamerica.com](mailto:nrrshelp@reserveamerica.com)

Customer Service (Refunds, Customer Assistance.)  
Telephone: 888-448-1474  
FAX: 518-884-9371  
Email: [nrrscs@reserveamerica.com](mailto:nrrscs@reserveamerica.com)

The NRRS is the only authorized reservation system for Forest Service developed recreation sites, including campgrounds, cabins, and group use areas. The Forest Service contract for the NRRS prohibits campground concession permit holders from using any other reservation system, establishing their own reservation system, or reserving campsites other than through the NRRS. Applicants may recommend adding sites to or deleting sites from the NRSS or changing the number of sites that may be reserved, the minimum number of days per reservation, or the location of sites that may be reserved. The permit holder also may make these recommendations during the term of the permit. The authorized officer will decide whether to accept or reject the recommendations. For each developed recreation site included in the NRRS, at least 60 percent of the units must be available for reservations. The rest of the units may be occupied on a first-come, first-served basis.

Individual campsites can be reserved from 240 to 4 days prior to arrival date. Group use areas can be reserved from 360 to 4 days prior to arrival date.

When the NRRS is utilized, the permit holder is responsible for on-site administration and shall be required to:

- Obtain daily arrival reports (DARs) from the NRRS contractor each morning. To do this, the applicant must establish at least one central FAX location, email address, or other means of obtaining and distributing DARs.
- Develop a system for posting the reservations at the sites for 24 hours, so other visitors know which units are reserved.
- Ensure that the party with the reservation is the party using the site.
- Resolve any disputes over the use of reserved sites by drop-in campers.
- Verify that visitors receiving Golden Age or Access Passport discounts do, in fact, hold the appropriate pass.



- Develop inventory data for sites that may be approved for addition to the NRRS, and update data for sites currently on the NRRS; submit this data to the NRRS during the annual window.
- Communicate to the NRRS any emergency closures or other relevant operational changes as they occur.
- Approve customer refunds as appropriate, and process through the NRRS. NRRS refund policies can be found at:

<http://www.reserveamerica.com/showPage.do?name=common&commonPath=/usa/ny/nyfeesmain.html>

Because reservations can be made up to a year in advance for group sites and up to 240 days in advance for family sites, the NRRS is currently accepting reservations for the 2014 operating season. Fees received by the NRRS for reservations after December 31, 2014, will be held by the Forest Service and distributed following issuance of a special use permit to the successful applicant. In the final year of the permit, fees will be held in the same manner until a new permit is issued. The permit holder will honor reservations made prior to issuance of the permit at the price in effect when the reservations were made.

## **B. Pass Discounts**

The permit holder must provide a 50 percent discount on recreation fees charged under REA at developed recreation sites covered by this prospectus to holders of Golden Age and Golden Access Passports, as well as holders of the Interagency Senior and Access Passes. The permit holder will not be required to offer discounts on camping to holders of the Annual or Volunteer Pass.

Specifically, holders of these passes are entitled to a 50 percent discount on the fee for a single campsite occupied by the pass holders. The pass holders are not entitled to a discount on the fee for day use sites, cabins, group use areas, multiple-family campsites (double sites) or any additional campsites occupied by those accompanying the pass holders. The 50 percent campsite discount does not include utility, water, or any other hookup fees. Any loss of fee revenue from honoring the passports should be factored into the applicant's bid.

The following is a list of sites covered by this prospectus where the 50 percent discount for passes applies:

- Grove Campground (drive in)
- Holly Bay Campground (drive in)
- Grove Boat-In
- Whiteoak Boat-In

## **C. Camp Stamps**

Camp stamps must be honored at their face value and submitted to the authorized officer for reimbursement.

## **D. Site Closures**

The Forest Service reserves the right to close all or a portion of any area in this prospectus for repair; construction; floods, snow, extreme fire danger, or other natural events; wildlife protection; or risks to public health and safety. The Forest Service shall not be liable to the permit holder for lost revenue, operating costs, or any other losses resulting from these closures. However, for fee calculation purposes, the permit shall be placed in non-use status as provided by FSH 2709.11, section 31.23.



## **E. Administrative Use**

If the Forest Service requires the permit holder to provide a service for the agency, the permit holder will be compensated for that use.

## **F. Applicable Forest Orders**

Forest orders may be issued to address a variety of management concerns on a particular forest. Forest Supervisors' orders related to the offering are identified in Appendix 5: *Applicable Forest Orders*. Additional applicable forest orders may be issued in the future.

## **G. Fee Tickets and Compilation of Use/Revenue Data**

The permit holder shall provide fee tickets to visitors that include the following minimum information:

- Site number and total amount paid.
- Date issued and the number of days paid.
- If used, the Golden Age/Access Passport number. (Golden Age/Access passes apply to single sites only.)
- Number of people in the group.
- Number of vehicles and license plate numbers.
- Zip code

The permit holder must provide use and revenue data to the Forest Service (see Appendix 6: *Sample Use Report*). Use reports must be completed monthly and at the end of the operating season for each developed recreation site, provided that when the holder performs GT-fee offset work in lieu of paying the land use fee in cash, use reports may be submitted quarterly, rather than monthly. At a minimum, monthly and year-end use reports must include:

- Total number of units occupied based on daily counts.
- Total number of people based on daily counts.
- Percent occupancy by month.
- Total recreation fee revenue.
- Total fee revenue for other goods and services.
- The total number of Camp Stamps collected.
- The total number of passes used.

In addition, year-end use reports must include:

- Total fee revenue collected under the NRRS.
- Total Taxes paid.
- Total gross revenues.
- Total net revenues.

## **H. Customer Service Comment Cards**

The permit holder must provide a customer service comment card to visitors at each developed recreation site (see Appendix 7: *Sample Customer Service comment Card*).

## **I. Performance Evaluations**

At a minimum, the Forest Service will perform a year-end performance evaluation (see Appendix 8: *Standard Performance Evaluation Form*) within four months of the close of the operating season. An unsatisfactory rating may be cause for suspension or revocation of the special use permit. Sustained satisfactory performance is required for a permit extension.

## **J. Accessibility**

The Architectural Barriers Act of 1968 (ABA) and Section 504 of the Rehabilitation Act of 1973 require new or altered facilities to be accessible, with few exceptions. In 2004, the Architectural and Transportation Barriers Compliance Board (Access Board) issued revised accessibility guidelines for buildings and facilities subject to the ABA and the Americans with Disabilities Act (ADA). These new guidelines are called the ADA/ABA Accessibility Guidelines. In 2006, the Forest Service issued the Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG), and in 2013 the Forest Service revised the FSORAG. The FSORAG addresses types of recreational facilities, including developed recreation sites that are not covered by ADA/ABA Accessibility Guidelines.

Any Government maintenance, reconditioning, renovation, or improvement (*see* section III.C) must meet ADA/ABA Accessibility Guidelines, where applicable, as well as the FSORAG. The FSORAG and the ADA/ABA Accessibility Guidelines are posted on the Forest Service's website at <http://www.fs.fed.us/recreation/programs/accessibility>. Questions regarding ADA/ABA Accessibility Guidelines may be referred to the Access Board at <http://www.access-board.gov>. Questions regarding the FSORAG may be referred to the accessibility coordinator for the local National Forest.

The permit holder is responsible for ensuring effective communication with visitors with disabilities, including persons with impaired vision or hearing, so that all visitors may obtain information on accessible services, activities, and facilities.

## **K. Camping Unit Capacity**

A "vehicle" is defined as any motorized conveyance, except that for the purpose of vehicular capacity, two motorcycles are considered one vehicle. Additional vehicles may be allowed at a camping unit, if the camping unit can safely accommodate them. When extra vehicles are allowed, an extra fee of up to 50 percent of the camping unit fee may be charged for each extra vehicle. If an extra vehicle exceeds the camping unit capacity (i.e., the extra vehicle causes a safety hazard or resource damage), the customer may be required to pay for an additional camping unit or park in an overflow parking area, if available. One towed vehicle per single camping unit will be allowed for no extra charge if it can be parked completely on the surfaced area and does not create a safety hazard.

## **L. Fees Charged to the Public**

The permit holder may charge the public fees only to the extent that the Forest Service can charge recreation fees under the Federal Lands Recreation Enhancement Act (FLREA). All recreation fees must be specified per developed recreation site. The holder must honor the proposed pricing through the first full operating season. Thereafter, the holder may propose price adjustments with justification. The authorizing officer has the authority to approve any fee increases.

Permit holders may not charge for any of the following:

- Solely for parking, undesignated parking, or picnicking along roads or trail sides.
- General access, unless specifically authorized by REA.

- Dispersed areas with low or no investment, unless specifically authorized by REA.
- Persons who are driving through, walking through, boating through, horseback riding through, or hiking through NFS lands without using the recreational facilities and services for which a fee is charged.
- Camping at undeveloped sites that do not provide the minimum number of facilities and services prescribed by REA.
- Use of overlooks or scenic pullouts.
- Travel by private, noncommercial vehicle over any national parkway or any road or highway in the Federal-aid System that is commonly used by the public as a means of travel between two places, either or both of which are outside an area in which recreation fees are charged.
- Travel by private, noncommercial vehicle, boat, or aircraft over any road, highway, waterway, or airway to any land in which the person traveling has a property right, if the land is in an area in which recreation fees are charged.
- Any person who has a right of access for hunting or fishing privileges under a specific provision of law or treaty.
- Any person who is engaged in the conduct of official federal, state, tribal or local government business.
- Special attention or extra services necessary to meet the needs of the disabled.

#### **M. Law Enforcement**

Forest Service Manual (FSM) 2342.1, Exhibit 01, addresses the law enforcement authorities and responsibilities of concessionaires, state and local law enforcement agencies, and the Forest Service at concession campgrounds. (see Appendix 9:)

#### **N. Wildlife**

Black Bear - Populations are increasing within the permit area. This may necessitate the expansion of the current food storage requirements now in place at the Grove and Holly Bay campgrounds (see Appendix 5: *Applicable Forest Orders*).

Trapping is conducted annually at select recreation sites across the forest for forest health pests such as the emerald ash borer and the gypsy moth. The permit holder is required to allow administrative access for the purposes of managing traps and is required to allow traps to be placed in the recreation areas. In addition, the state of Kentucky is currently under a statewide quarantine for the emerald ash borer. The permit holder is responsible for implementing the appropriate rules and posting public notices as needed to address forest health pest issues (see Appendix 5: *Applicable Forest Orders*).

#### **O. Archaeological Resources**

Section 106 of the National Historic Preservation Act (1966) says that any agency funded in full or in part with federal dollars will take into account the effects of an undertaking on “any district, site, building, structure or object that is included in or eligible for inclusion on the National Register of

Historic Places”. The Archaeological Resources Protection Act says no one can excavate, injure or destroy an archaeological site on federal lands without a permit.

Projects that entail “ground disturbance” (particularly the use of heavy equipment) can affect an archaeological site. Ground disturbing activities require archaeological review by the District Archaeologist and a report submitted to the State Historic Preservation Officer (SHPO) for concurrence with the site-specific recommendations.

In general, the use of heavy equipment like a bulldozer or backhoe must only occur in approved areas with little or no potential to affect significant cultural resource sites. In the event that historic or prehistoric cultural materials are encountered during project implementation, the District Archaeologist will be notified and consulted for additional compliance needs.

#### **P. Hazard Tree Removal**

The permit holder is required to conduct pre-season inspection of the campgrounds to identify existing and potential hazards, including hazard trees. The permit holder also will be responsible for monitoring and identifying hazard trees during the operating season.

After securing written approval from the authorized officer, the permit holder’s financial responsibility for removing hazard trees and associated slash will not exceed \$3,000 per year. The annual operating plan will address appropriate disposal of hazard trees and slash.

The permit holder will maintain and submit annually to the Forest Service a log of all hazards that have been corrected. The log will contain a general location and a description of the hazard. (Example: dead 16” pine next to site A-8 Holly Bay Campground on 7/10/14.) All sites and facilities within 200 feet or two (2) tree lengths (whichever is less) of a hazardous tree will be closed until the condition is corrected.

#### **Condition of Trees:**

The hardwood stands within the campgrounds are mature to over-mature. During the past few years, the trees have experienced heavy damage from wind, snow, drought, and sudden limb drop. Trees that look healthy on the exterior may contain rotten cores and can drop a heavy limb without any warning.

### **III. Special Use Permit**

In exercising the rights and privileges granted by this special use permit, the permit holder shall comply with all present and future Federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with Federal laws, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

#### **A. Permit Term**

The permit term will be for five (5) years, with an option to extend it for an additional five (5) years at the sole discretion of the Authorized Officer. The decision to extend the term will depend, in part, on sustained satisfactory performance of the permit holder. Upon expiration of the permit, continuation of the permitted activity will be at the sole discretion of the authorized officer and will be subject to a competitive offering. A new prospectus will be issued during the final year of the permit term.

If the decision to select a permit holder is appealed, a permit will not be issued until the appeal has been resolved, unless operation is needed during the appeal, in which case a permit with a term of one year or less may be issued.

## **B. Permit Holder Responsibilities**

This section highlights some of the requirements of the special use permit that may be found in Appendix 4: *Form FS-2700-4h, Special Use Permit* for Campground and Related Granger-Thye Concessions. Applicants are responsible for familiarizing themselves with all permit requirements that govern the operation covered by this prospectus.

### Responsibility for Day-to-Day Activities

As a rule, the holder shall conduct the day-to-day activities authorized by the permit. Some but not all of these activities may be conducted by someone other than the permit holder, but only with the prior written approval of the authorized officer. The permit holder shall continue to be responsible for compliance with all the terms of the permit.

### Permit Holder-Furnished Supplies & Equipment

The permit holder will be required to provide all vehicles, equipment, and supplies necessary to operate the developed sites in accordance with the special use permit.

### Holder Furnished Vehicles

Permit holder vehicles must be clean, quiet, and well maintained. A professional quality sign containing the concessionaire's name must be displayed on each side of each vehicle used at concession sites. Golf carts are authorized for operation and maintenance use in the drive in campgrounds; however, carts must stay on designated roads or trails while driving between sites or loops. All-terrain vehicles may not be used at drive in campgrounds, but may be used in the boat in campgrounds with prior written approval from the Forest Service. If they are approved for used, they may not be driven off designated roads and interior trails.

### Holder Maintenance & Reconditioning (MRR)

Maintenance, reconditioning, and renovation is defined in the permit (FS-2700-4h, clause IV.E.1(a), and (c)). Holder MRR is defined as maintenance, reconditioning, or renovation that neither materially adds to the value of the property nor appreciably prolongs its life. The work serves only to keep the facility in an ordinary, efficient operating condition. From an accounting or tax perspective, it is work that may be expensed, but not capitalized. In fulfilling these responsibilities, the holder must obtain any licenses and certified inspections required by regulatory agencies and follow state and local laws, regulations, and ordinances and industry standards or codes applicable to the permitted operation (FS-2700-4h, clause IV.E.1(d)). The permit holder, at its expense, will be required to perform holder MRR under a holder MRR plan (FS-2700-4h, clause II.D). The holder MRR plan will describe required holder MRR and its frequency. The holder MRR plan will become part of the permit holder's annual operating plan.

## **C. Granger-Thye (G-T) Fee Offset Agreement**

The federal government owns all the improvements at the developed recreation sites covered by this prospectus. Under Section 7 of the Granger-Thye (GT) Act and the terms of the permit, the permit fee may be offset in whole or in part by the value of Government maintenance, reconditioning, renovation, and improvement (MRRI) performed at the permit holder's expense. Government MRRI

is defined as maintenance, reconditioning, renovation, or improvement that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property. Government maintenance, reconditioning, renovation or improvement, whether performed by the holder or the Forest Service, shall be performed at the sole discretion of the authorized officer. (see Appendix 11: *FS-2700-4h, clause IV.E, Appendix 13: Sample Collection Agreement*).

All Government MRRI shall be enumerated in an annual GT fee offset agreement signed by the holder and the Forest Service in advance of the operating season (see Appendix 13: *GT Fee Offset Agreement, FS-2700-4h Appendix B*). Alternatively, a multi-year GT fee offset agreement can be prepared for consolidated fee payments. A list of sample Government MRRI projects is included in Appendix 12: *Potential Government MRRI Projects*.

Either the holder or the Forest Service may perform GT fee offset work. This determination will be made annually. When the holder performs GT fee offset work, if it includes construction that costs more than \$2,000, it is subject to the Davis-Bacon Act and the fee-offset agreement must contain Davis-Bacon Act wage provisions. Additionally, indirect costs may be offset provided the holder submits either a currently approved indirect cost rate or accounting procedures and supporting documentation to determine an indirect cost rate (see Appendix 13: *Sample Collection Agreement*).

The holder's claims for GT fee offset must be documented using the FS-2700-4h, Appendix G, Granger-Thye Fee Offset Certification Form (see Appendix 14: *Form FS-2700-4h, GT Fee Offset Certification*). This form requires the holder to itemize allowable costs incurred for an approved GT fee offset project and to certify the accuracy and completeness of claims.

When the Forest Service performs GT fee offset work, the holder will deposit fee payments into a CWFS account. The Forest Service will perform GT fee offset work under a collection agreement and offset those costs against the permit holder's annual permit fee (see Appendix 11 *FS-2700-4h, clause IV.E.3*, and Appendix 15: *Indirect Cost Reimbursement*). The Forest Service's indirect costs may be offset at the agency's approved rate. The Forest Service and the holder will agree on the work to be performed in advance of each operating season.

## **D. Insurance**

### Liability Insurance

The successful applicant must have liability insurance covering losses associated with the use and occupancy authorized by the permit arising from personal injury or death and third-party property damage in the minimum amount of \$1,000,000 for injury or death to one person per occurrence; \$2,000,000 for injury or death to more than one person per occurrence; and \$2,000,000 for third-party property damage per occurrence, or in the minimum amount of \$5,000,000 as a combined single limit per occurrence. Insurance policies must name the United States as an additional insured (see Appendix 10: *Sample Annual Operating Plan, and FS-2700-4h, clause III.I*).

### Property Insurance

Property insurance will be required for the concession in the amount of \$750,000 per occurrence for replacement in kind of the insured property inventory. (see Appendix 3: *Inventory of Government-Furnished Property*).

## **E. Bonding**

The permit holder will provide a performance bond in the amount of \$50,000. The bond may take the form of corporate surety, Treasury bills/notes or other negotiable securities, cash deposits,

irrevocable letters of credit, assignment of savings accounts, or assignment of certificates of deposit. The authorized officer may reevaluate the need for or the amount of the bond after the first operating season.

## IV. Application

### A. Instructions for Submitting Applications

1. Applicants must submit a written application for all developed recreation sites offered in this prospectus.
2. Applicants are strongly encouraged to visit the sites at least once before submitting an application (see Appendix 1: *Vicinity Map*, and Appendix 2: *Site Maps*).
3. The information in this prospectus is from generally reliable sources, but no warranty is made as to its accuracy. Each applicant is expected to make an independent assessment of the business opportunity offered in this prospectus.
4. All applications must be submitted to Bill Lorenz, Acting Forest Supervisor, and Attention: Joy Malone, RHELM Staff Officer, 1700 Bypass Road, Winchester, KY 40391. Applications must be received by 4:30 p.m. on October 31, 2014.
5. Applicants must submit five (5) copies of their application package and supporting documents and five (5) copies of the Business Plan (see Appendix 16: *Sample Business Plan*).
6. Please ensure that all requested information is submitted. Missing or incomplete information will result in a lower rating for the corresponding evaluation criteria.
7. Applications must be signed. The person signing for an entity must have authority to sign for that entity. Applicants must include their address, telephone number, facsimile number, and email address.
8. Corporations also must include:
  - Evidence of incorporation and good standing.
  - If reasonably obtainable, the name and address of each shareholder owning 3 percent or more of the corporation's shares and the number and percentage of any class of voting shares that each shareholder is authorized to vote.
  - The name and address of each affiliate of the corporation.
  - If an affiliate is controlled by the corporation, the number of shares and the percentage of any class of voting stock of the affiliate owned, directly or indirectly, by the corporation.
  - If an affiliate controls the corporation, the number of shares and the percentage of any class of voting stock of the corporation owned, directly or indirectly, by the affiliate.
9. Partnerships, limited liability companies (LLCs), associations, or other unincorporated entities must submit a certified copy of the partnership agreement or other documentation



establishing the entity or a certificate of good standing under the laws of the state where the entity is located.

Applicants should contact Jason Nedlo, London District Ranger, regarding any questions related to this prospectus.

Mail: London Ranger District  
Jason Nedlo, District Ranger  
761 S. Laurel Road  
London, KY 40744

Phone: 606-864-4163 Ex.107

Email: jnedlo@fs.fed.us

<b>B. General Terms, Qualifications, and Reservations</b>
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All applicants have an equal opportunity to apply. Except for members of Congress, Resident Commissioners, and current Forest Service employees, any individual or entity may apply.

The Forest Service does not guarantee a profitable operation. Rather, applicants are responsible for reviewing the prospectus and making their own determination concerning business viability.

The Forest Service will select the application that offers the best value to the Government. The Forest Service reserves the right to select the successful applicant based on a trade-off between the fee to the Government and technical merit.

The Forest Service is not obligated to accept the application with the highest return to the Government.

The Forest Service reserves the right to select the successful applicant based solely on the initial application, without oral or written discussions.

The Forest Service reserves the right to reject any or all applications and to rescind the prospectus at any time before a special use permit is issued.

Any oral statement made by a representative of the Forest Service shall not modify the requirements of this prospectus. If it is determined that an error or omission has been made or additional information is required, a written amendment will be sent to each person or entity receiving a copy of this prospectus.

If there is a conflict between the terms of the prospectus and the special use permit, the terms of the permit will control.

The Forest Service is proposing a revision to FSM 2344.3 to address how passes and passports are honored in the concession program. The agency reserves the right to amend the special use permit consistent with any change to that directive. In addition, the Forest Service reserves the right to amend the special use permit, to make it consistent with applicable laws and regulations, including REA; other Forest Service directives; or other management decisions.

The information contained in applications will be kept confidential to the extent permitted under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a).

## **C. Application Package Requirements**

Applications must be in writing and include or address the following:

- A business plan, business experience, and references (see section IV.C.2, page 32)
- A proposed annual operating plan
- Financial resources
- Fee to the government
- Fees charged to the public
- Initial processing fee

### **1. Proposed Annual Operating Plan (Including Required and Optional Services)**

Applicants must submit a proposed annual operating plan that addresses all required and optional services. Applicants must utilize the sample annual operating plan (see Appendix 10: *Sample Annual Operating Plan Outline*) to organize their response to this section. The successful applicant's proposed operating plan will be attached to and become a part of the special use permit.

Applicants must specify whether another party will assist with any of the operational aspects of the concession, and if so, must include the other party's name, address, telephone number, email address, and relevant experience.

Below are highlights of what needs to be addressed in the proposed annual operating plan.

#### **Operating Season**

The minimum operating season for all sites is the second weekend in April to the second weekend in October. The maximum operating period is March 15 thru November 15.

Applicants need to propose the period in which they will operate the sites listed in the prospectus. All sites must be open and operational seven days per week during the minimum operating season, unless a Forest Service closure order is in effect.

#### **Staffing**

Applicants must address appropriate staffing to meet customer service and cleanliness standards. The holder will be responsible for furnishing all personnel for the developed recreation sites and for adequately training and supervising their activities under the terms of the permit. The holder must meet requirements of federal and state laws governing employment, wages, and worker safety. Based on past experience, recommended staffing is outlined in Appendix 10: (*Sample Annual Operating Plan Outline*), of the prospectus. Applicants should address worker hours and schedules. Applicants also should address staff training for effective customer service, conflict resolution, area-specific emergency procedures, and dissemination of recreation and tourism information.

#### **Supervision and Management**

Applicants must designate an individual to serve as the agent of the holder for purposes of administration of the permit by the Forest Service. The designated agent must periodically review attendant performance on site and must be available to resolve repair needs within 24 hours of discovery or notification. The holder will be responsible for the conduct of its employees, including preventing conduct prohibited by 36 CFR part 261, Subpart A, and ensuring that employees are not under the influence of intoxicating beverages or narcotic drugs while on duty or representing the

holder. Applicants also must include a policy for removing employees who engage in inappropriate conduct.

### **Uniforms and Vehicle Identification**

Applicants should describe employee uniforms, insignia, name tags, and the applicants' policy for ensuring a clean, professional appearance by staff while on duty. The holder's employees may not wear any component of the Forest Service uniform. Additionally, applicants should address their policy for vehicle maintenance and appearance; types of vehicles to be used for operations (vehicles may not be driven off designated roads or trails); and signage to identify the concessionaire to the public.

## **2. Business Plan, Business Experience, and References**

Applicants must submit a business plan utilizing the format in Appendix 16: (*Sample Business Plan*), of the prospectus. This part of the application package must be a separate document. The business plan provides a thorough analysis of an applicant's vision of the proposed business. A good business plan is essential for running a successful business, maintaining and improving the business, and raising needed capital.

Applicants must furnish a detailed description of their experience relating to operating and maintaining developed recreation sites (*e.g.*, campgrounds, beaches, and marinas). The description must include experience in private business, public service, or any nonprofit or other related enterprises. Applicants are encouraged to contact their local SBDC if they need assistance in completing their business plans. Alternatively, applicants who have already received a review of their business plan from an SBDC or the Forest Service for the current fiscal year may submit a copy of the review report.

### **SBDC Review**

All business plans will be independently reviewed by SBDC. Applicants are required to submit 5 copies of their business plan. If an applicant's current fiscal year business plan has already been reviewed by an SBDC, the applicant may submit a copy of the review report.

### **Performance Evaluations**

Applicants who have experience in managing Forest Service or other Government concessions must provide copies of the most recent annual written performance evaluations for each Forest Service or other concession the applicants have operated or are operating.

### **References**

Applicants also must furnish three business references with names, addresses, telephone numbers, and email addresses in support of relevant business experience. These references will be contacted for information regarding applicants' past performance. In addition, the Forest Service may consider past performance information from other sources.

### **Financial Resources**

Applicants must submit a complete set of all financial statements for the last three fiscal years that have been audited, reviewed, or compiled by a certified public accountant (CPA). For any financial statements that were only compiled by a CPA, applicants must complete FS-6500-24, Financial

Statement (see Appendix 17 *FS-6500-24, Financial Statement*) for certification of the accuracy of the financial statements.

Applicants must complete FS-6500-24 for any of the last three fiscal years they were in business for which a financial statement was not audited, reviewed, or compiled by a CPA. An applicant who has had a financial ability determination (FAD) conducted within the past year should include a statement to that effect along with the forest name, contact name and telephone number. Additionally, applicants must identify any pending applications or new permits obtained from the Forest Service since the FAD was completed.

In completing FS-6500-24, LLCs must list the name of the company in block 1, the names and interests of the principals in block 5, and their members should be listed in block 6. In addition, LLCs must complete the certification in Part (D)(1) of FS-6500-24.

An applicant who has not been in business for the last three fiscal years, and therefore cannot submit audited, reviewed, or compiled financial statements or an FS-6500-24, must submit three fiscal years of projected financial statements compiled by a CPA using the forecast method.

Any financial information submitted by applicants must conform to generally accepted accounting principles (GAAP) or other comprehensive bases of accounting. Any previously prepared financial documents that are submitted must be unredacted and in their original form, including footnotes.

Applicants must show at least 25 percent of the first year's operating costs in liquid assets. Liquid assets are assets that are readily converted into cash.

Applicants also must complete blocks 1 through 5 of form FS-6500-25, Request for Verification (*see Appendix 18: of the prospectus*) and submit the signed and dated form with the application. The Forest Service will forward the FS-6500-25 for the most qualified applicant to the Albuquerque Service Center for processing. The auditor assigned to conduct the FAD will send a copy to each financial institution with which the applicant does business. The financial institutions must complete blocks 6 through 15 of the form and mail the completed form to USDA Forest Service, Albuquerque Service Center, Attention: Forest Service Auditor, ASC-B&F 101 B Sun Ave. NE, Albuquerque, NM 87109.

### **3. Fees Charged to the Public**

Applicants must provide a list of all fees they propose to charge to the public for the first three years of operation (*see Appendix 10: Sample Annual Operating Plan*). Discuss any variable pricing, discounts, and passes. All proposed fees to be charged to the public also must be included in the business plan as an income item. The Forest Service reserves the right to regulate the rates charged to the public.

### **4. Fee to the Government**

The Government is obligated to obtain fair market value for the use of its land and improvements. The minimum fee is \$10,291 per year. The minimum fee is the concession's average gross revenue for the past three years multiplied by the current 30-year Treasury bond rate. The minimum fee will be adjusted at the end of the first five years of the permit term if the permit is extended for five years.

## Minimum Fee Calculation

<u>Year</u>	<u>Gross Revenue</u>
2011.....	\$306,148
2012.....	\$305,949
2013.....	\$293,289
Total	\$905,396

Total gross revenue ÷ 3 = average gross revenue

$$\$905,396 \div 3 = \$301,798$$

Average gross revenue multiplied by the current 30-year Treasury bond rate = the minimum annual fee. In the following example, the 30-year Treasury bond rate is 3.41 percent.

$$\$301,798 \times 3.41 = \$10,291 \text{ minimum annual fee}$$

Applicants may propose a fee below the minimum, provided they can document why this amount represents fair market value. However, the Forest Service may reject the proposed fee if the agency determines that it does not reflect fair market value.

Applicants must propose the fee to the Government as a percentage of the concession's adjusted gross revenue. One percentage may be proposed for the entire permit term, or the percentage may vary each year. However, if a consolidated fee payment will be proposed, one percentage rate must be proposed for the entire period of consolidated payments.

The proposed fee to the Government also must be included in the business plan as an expense item in the cash flow projections.

The fee to the Government may be offset in whole or in part by the value of Government MRRI, performed at the permit holder's expense in accordance with a GT fee offset agreement (*see* section IV of the prospectus).

## 5. Other Evaluation Criteria

None.

## 6. Application Fee

### Cost Recovery

Applications submitted in response to this prospectus are subject to cost recovery pursuant to 36 CFR 251.58(c)(1)(ii) and (c)(3)(iii). Applicants must submit a processing fee of \$200.00 to cover the cost of the prospectus and review of the application. Payments due the United States for this application must be paid in the form of a bank draft, money order, or cashier's check payable to the USDA-Forest Service. Payments will be credited on the date received by the designated Forest Service collection officer or deposit location. Additionally, the selected applicant will be responsible for the costs of preparing and issuing the permit and conducting a FAD, unless the Forest Service has conducted a FAD for the applicant within the past year. If a FAD has been completed for the applicant within the last 12 months, the applicant will be responsible for the cost of adjusting it to reflect any change this selection will have on the applicant's financial ability.



## **E. Evaluation of Applications**

A Forest Service evaluation panel will evaluate each application utilizing the non-fixed weight method.

**The following evaluation criteria are listed in descending order of importance:**

1. Business plan, business experience, and references.
2. Proposed annual operating plan (including required and optional services).
3. Financial resources.
4. Fee to the Government.
5. Fees charged to the public.

The Forest Service will consider only the applicant's written application package and any past performance information obtained by the Forest Service. During the evaluation process, the evaluation panel may contact any references, including all federal, state, and local entities that have had a business relationship with the applicant. The evaluation panel also may consider past performance information from other sources.

The evaluation panel will make a recommendation to the authorized officer as to which applicant offers the best value to the Government. The authorized officer will make the selection decision. All applicants will be notified of the successful applicant via certified mail.

The Forest Service will conduct a FAD on the selected applicant as a prerequisite to issuing a special use permit, unless the agency has a current fiscal year FAD conducted by the Albuquerque Service Center or SBDC for another Forest Service unit.

The Forest Service reserves the right to reject any and all applications.

The Forest Service reserves the right to rescind the prospectus at any time before a special use permit is issued. If the Forest Service rescinds the prospectus, application fees will be returned.

## **V. Post-Selection Requirements**

Once an applicant has been selected, the following information must be submitted and approved by the Forest Service prior to issuance of a special use permit:

- A final annual operating plan containing all the items included in the annual operating plan submitted in response to the prospectus.
- An annual GT fee offset agreement.
- Documentation of required liability insurance and, if applicable, property insurance.
- Documentation of bonding, if applicable.
- Required deposits and advance payments (*see Appendix 4: of the prospectus and FS-2700-4h, clause IV.C.1*).
- Documentation that utility services have been obtained in the name of the selected applicant.
- A state business license and any other required federal, state, or local certifications or licenses.

The successful applicant will be required to submit all these items within 30 days of the date of the selection letter. If these requirements are not met within the 30-day period, a special use permit will not be issued. The applicant who receives the next-highest rating may then be selected for the special use permit, subject to the same requirements.

The successful applicant will be required to submit the proposed plans within 90 days of the date of the selection letter. If these requirements are not met within the 90-day period, permission to proceed with Optional Visitor Service Improvements may not be granted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

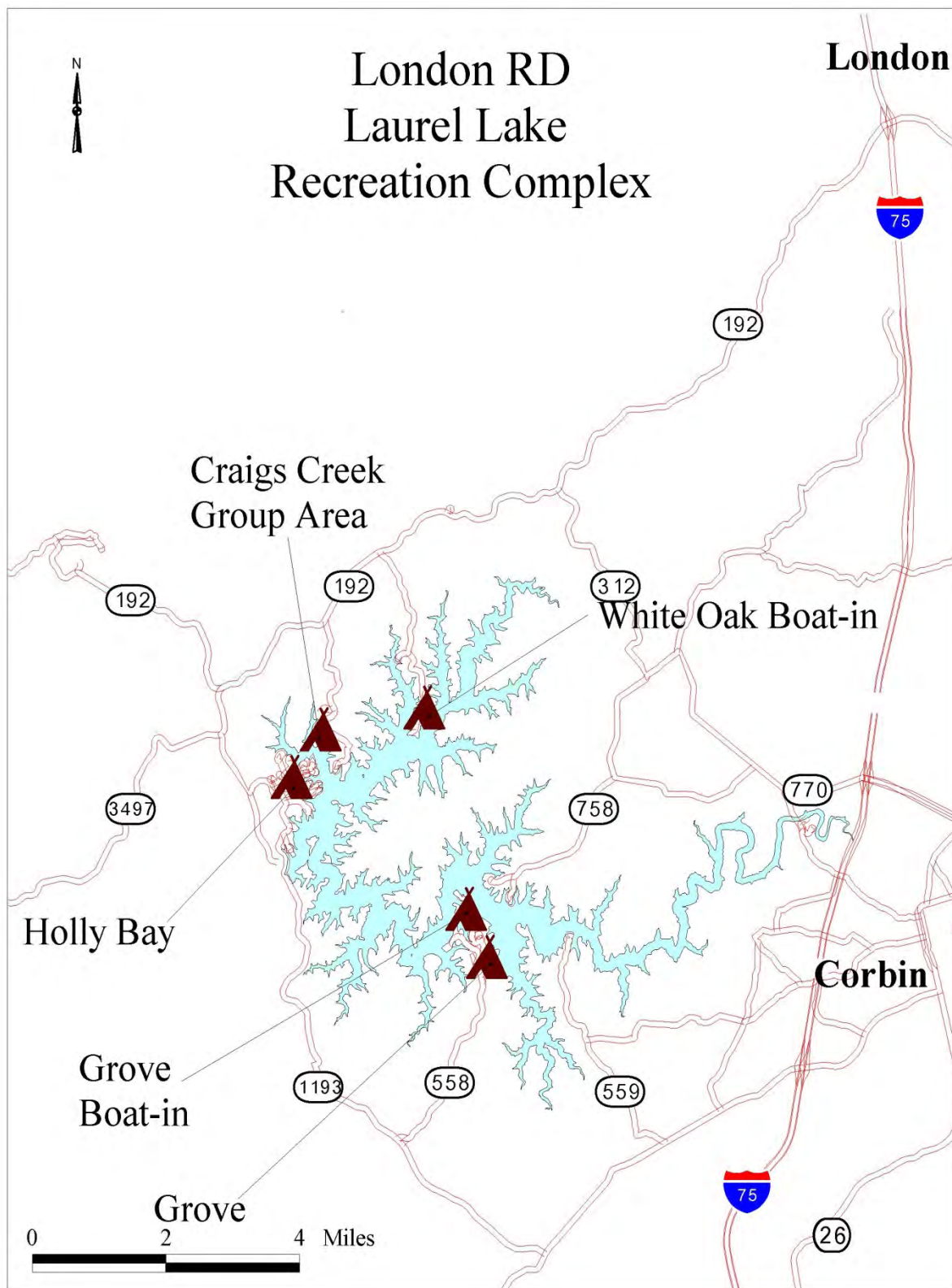
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

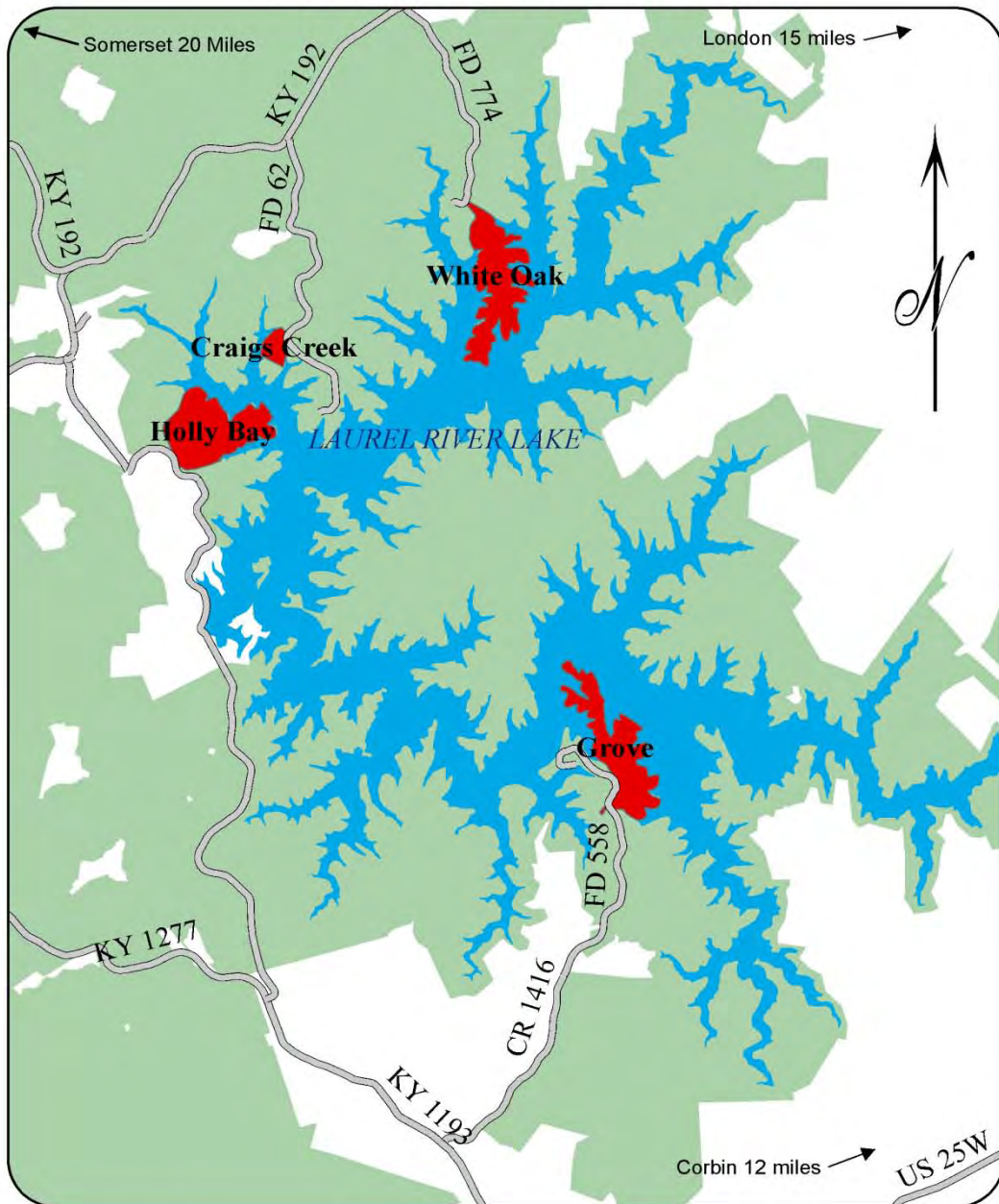
## **Appendix 1**

### **Vicinity Maps**

### **Permit Area Map**



### London RD Concession Recreation Sites



#### Legend

-  Roads
-  Concession Recreation Sites
-  NFS Land

0 0.5 1 2 Miles



**Grove Campground: Permit Area**

This map displays the permit areas for the Grove Campground, overlaid on a topographic map. The permit areas are color-coded and labeled: Craigs Creek (green), Holly Bay (purple), Grove (red), and White Oak Campground (yellow). The map also shows the S\_R08\_DBNF.Road (grey line) and S\_R08\_DBNF.Trail (red line with dots). Topographic contours are shown in brown, and the background is light blue. A scale bar indicates distances from 0 to 6 miles. A north arrow is located in the bottom right corner. An inset map in the bottom right corner shows the location of the permit areas within a larger region, with labels for Craigs Creek, Holly Bay, White Oak, and Grove.

**Legend**

**Permit Areas**

- Craigs Creek: 24 Acres
- Holly Bay: 175 Acres
- Grove: 176 Acres
- White Oak Campground: 185 Acres

— S\_R08\_DBNF.Road

—●— S\_R08\_DBNF.Trail


0 1.5 3 6 Miles


N  
W E  
S

White Oak  
Craigs Creek  
Holly Bay  
Grove

## Permit Areas

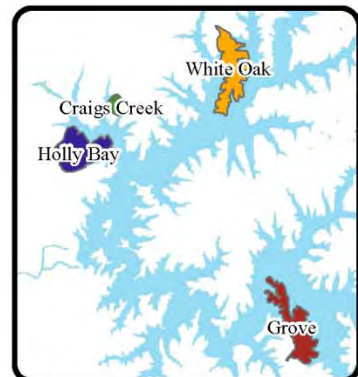
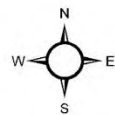
 **Holly Bay: 175 Acres**

 **Grove: 176 Acres**

 **White Oak Campground: 185 Acres**

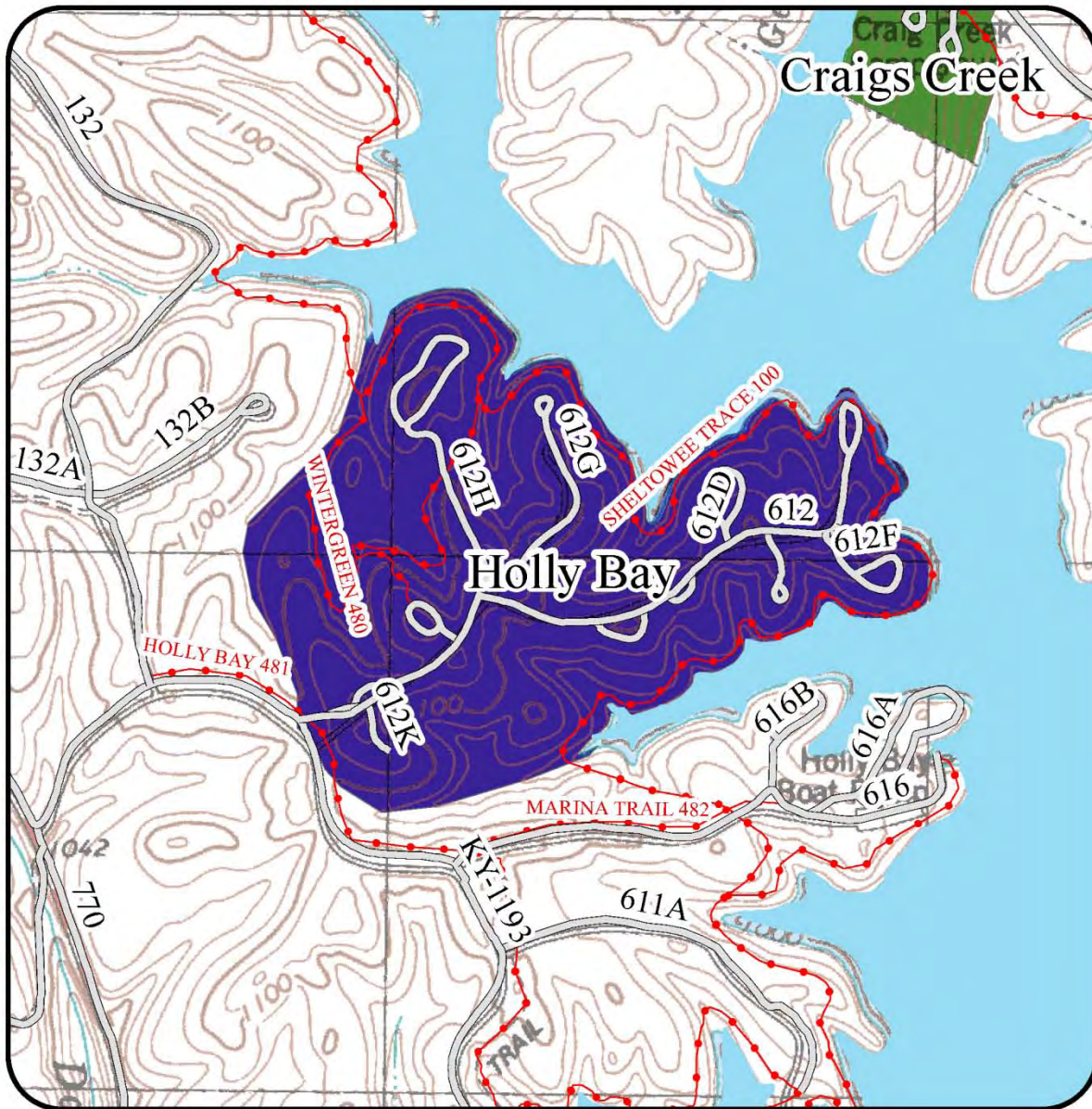
== S\_R08\_DBNF.Road

● S\_R08\_DBNF.Trail





## Holly Bay Campground: Permit Area




0 1.5 3 6 Miles

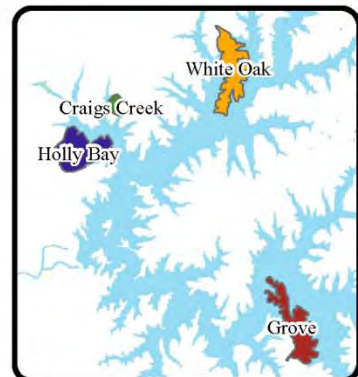
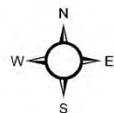
### Legend

#### Permit Areas

-  Craigs Creek: 24 Acres
-  Holly Bay: 175 Acres
-  Grove: 176 Acres
-  White Oak Campground: 185 Acres

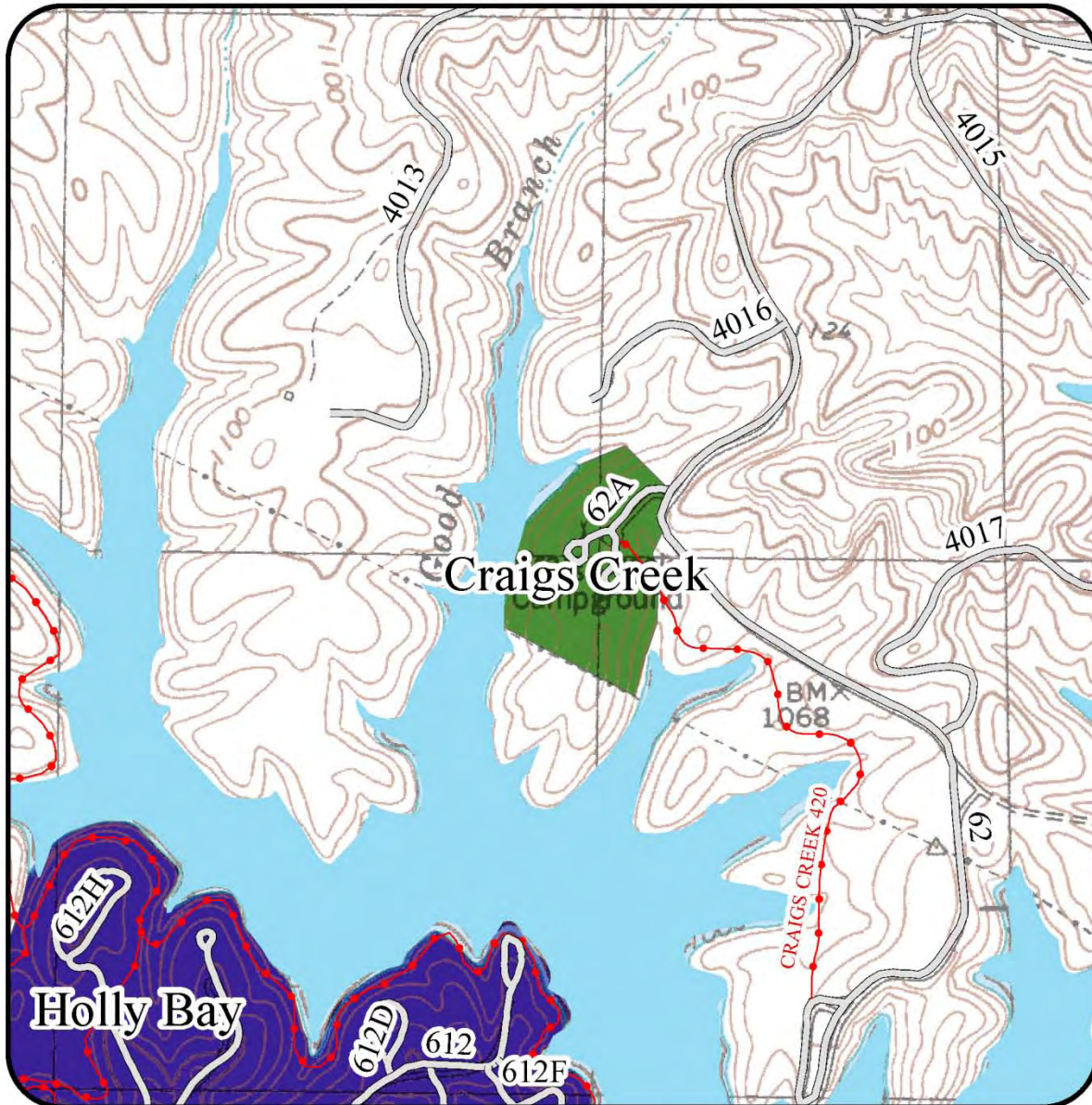
 S\_R08\_DBNF.Road

 S\_R08\_DBNF.Trail





# Craigs Creek Group Campground: Permit Area




0 1.5 3 6 Miles

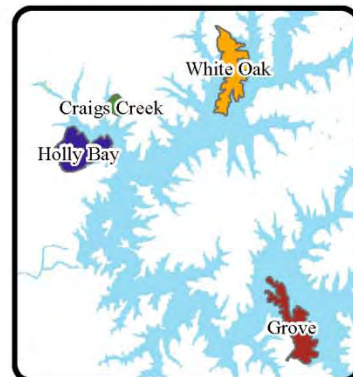
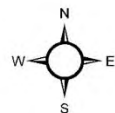
## Legend

### Permit Areas

-  Craigs Creek: 24 Acres
-  Holly Bay: 175 Acres
-  Grove: 176 Acres
-  White Oak Campground: 185 Acres

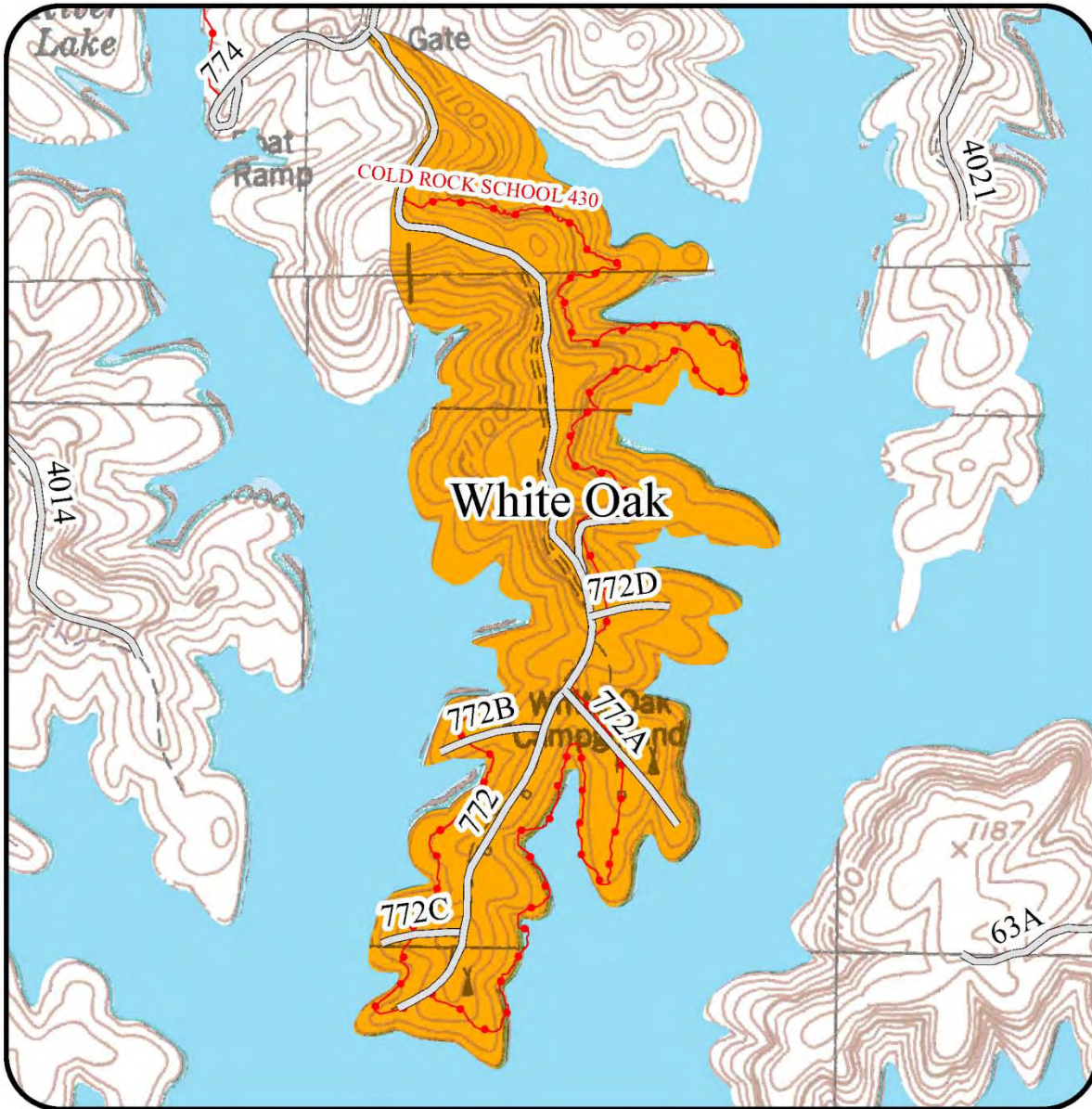
 S\_R08\_DBNF.Road

 S\_R08\_DBNF.Trail





# White Oak Campground: Permit Area

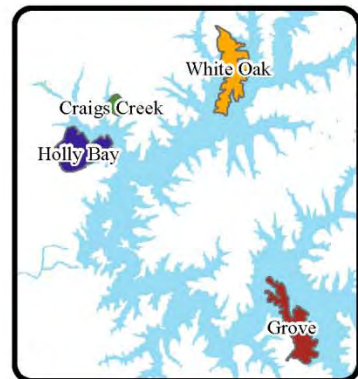
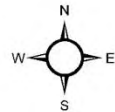


0 1.5 3 6 Miles

## Legend

### Permit Areas

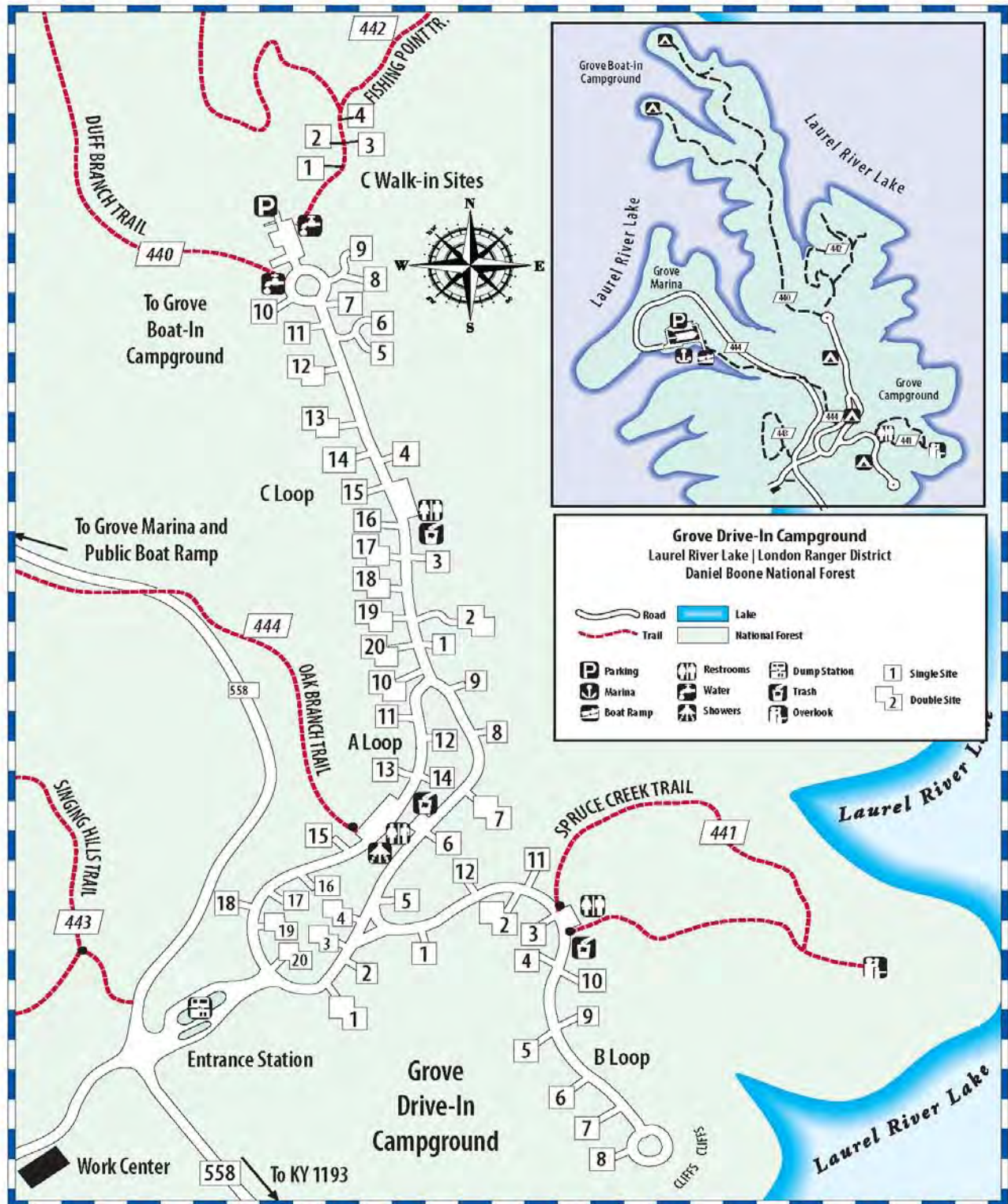
-  Craigs Creek: 24 Acres
-  Holly Bay: 175 Acres
-  Grove: 176 Acres
-  White Oak Campground: 185 Acres
-  S\_R08\_DBNF.Road
-  S\_R08\_DBNF.Trail



## **Appendix 2**

### **Site Maps**





Grove Boat-In  
Campground

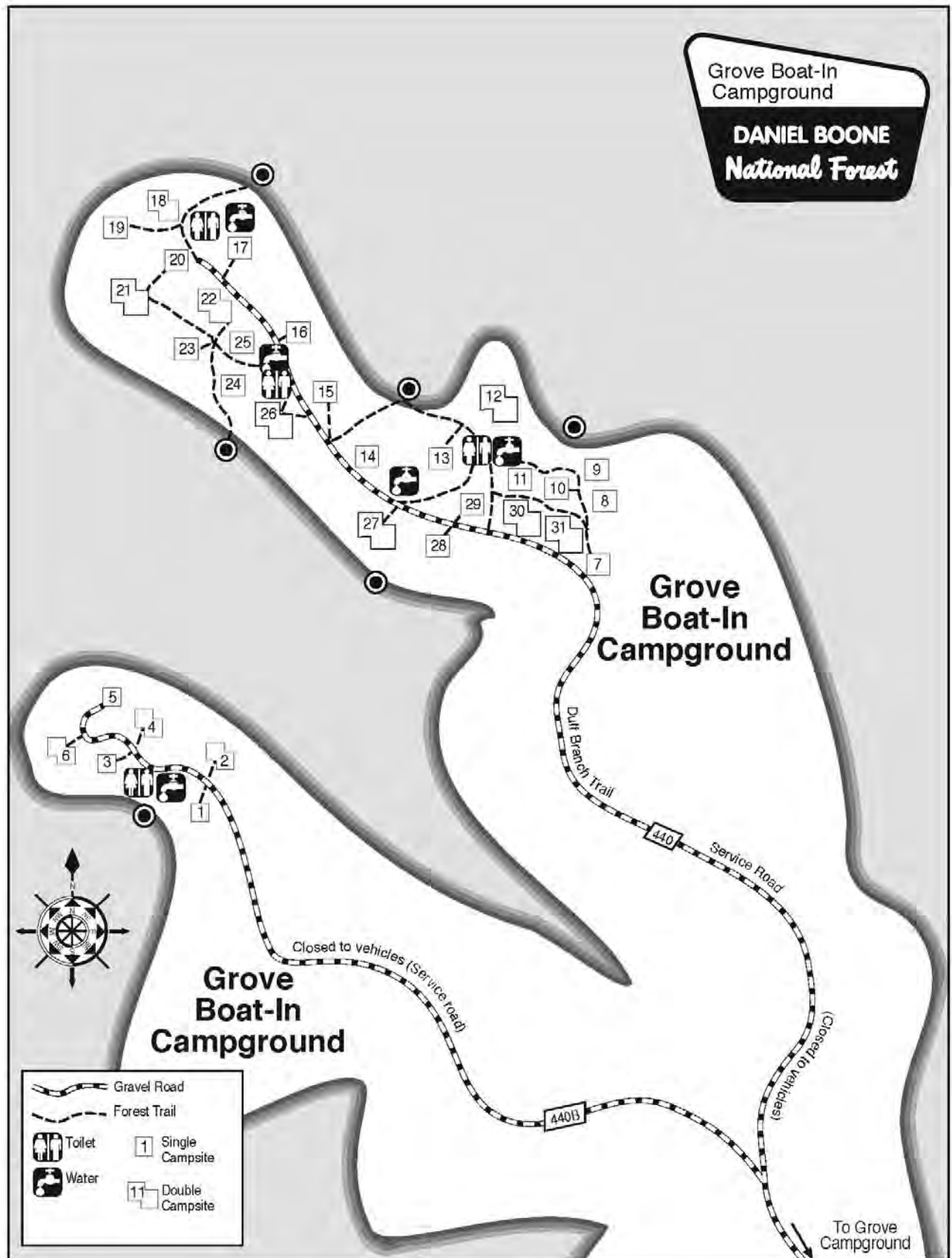
**DANIEL BOONE**  
*National Forest*

**Grove  
Boat-In  
Campground**

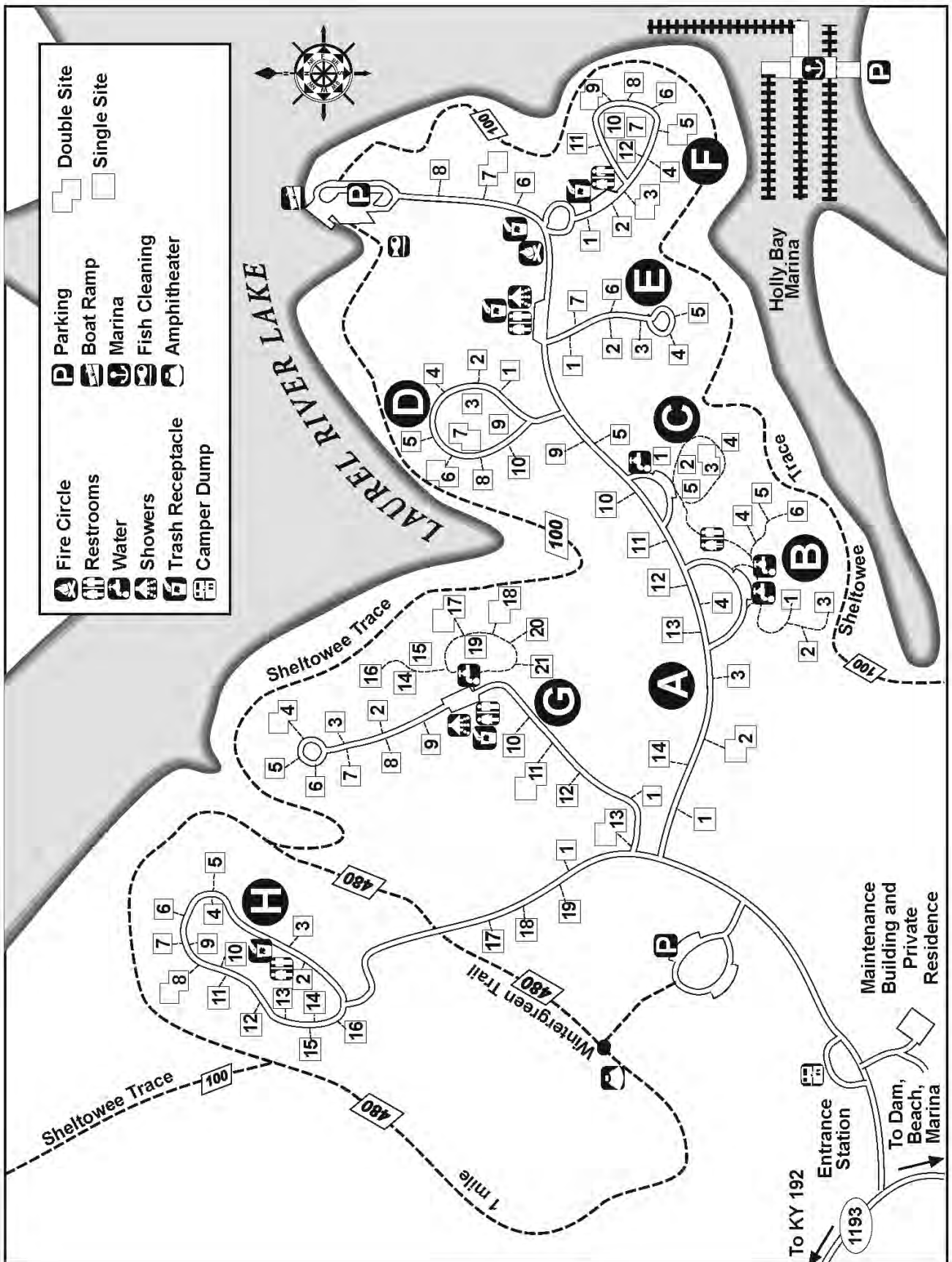
**Grove  
Boat-In  
Campground**

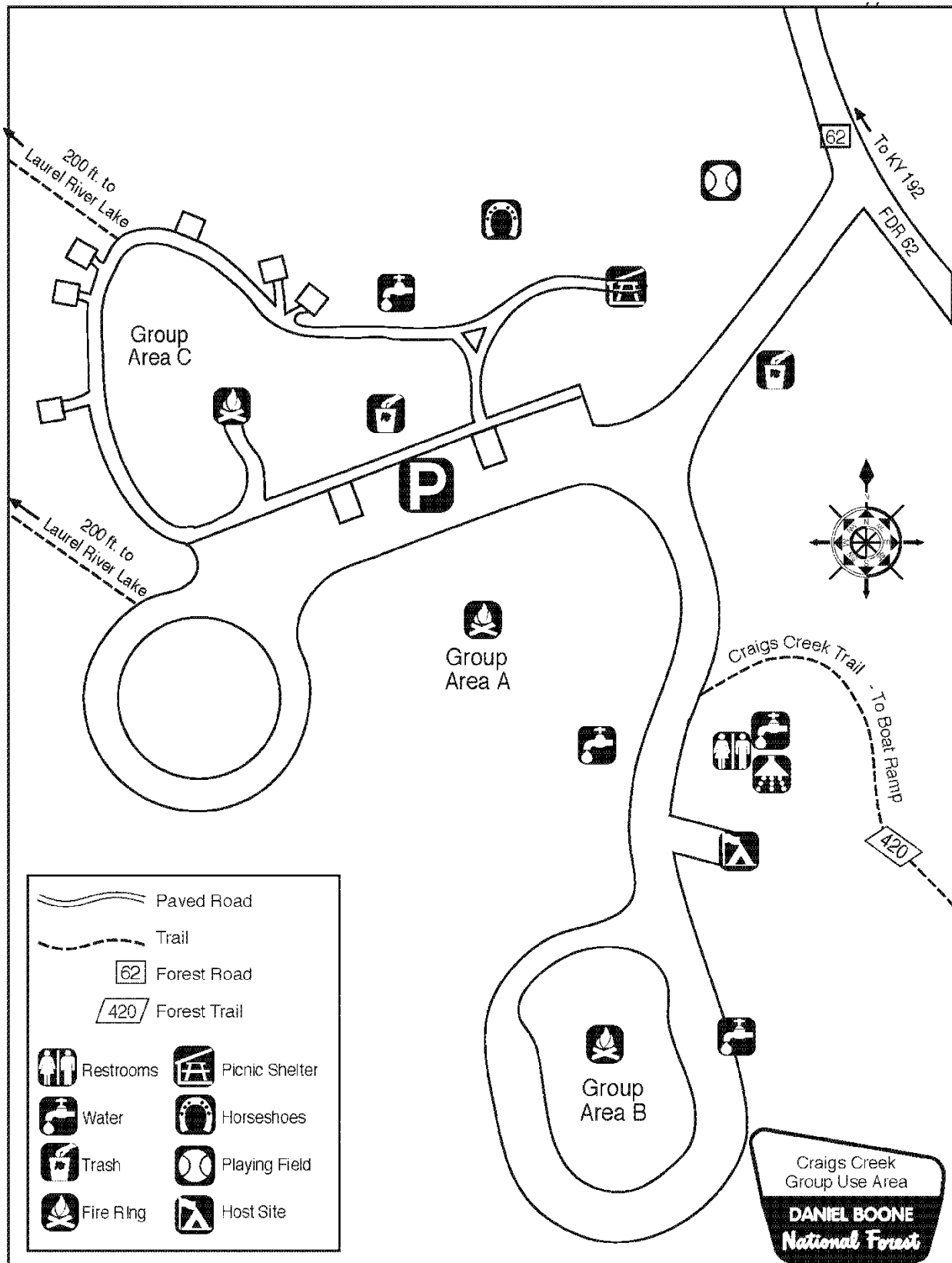


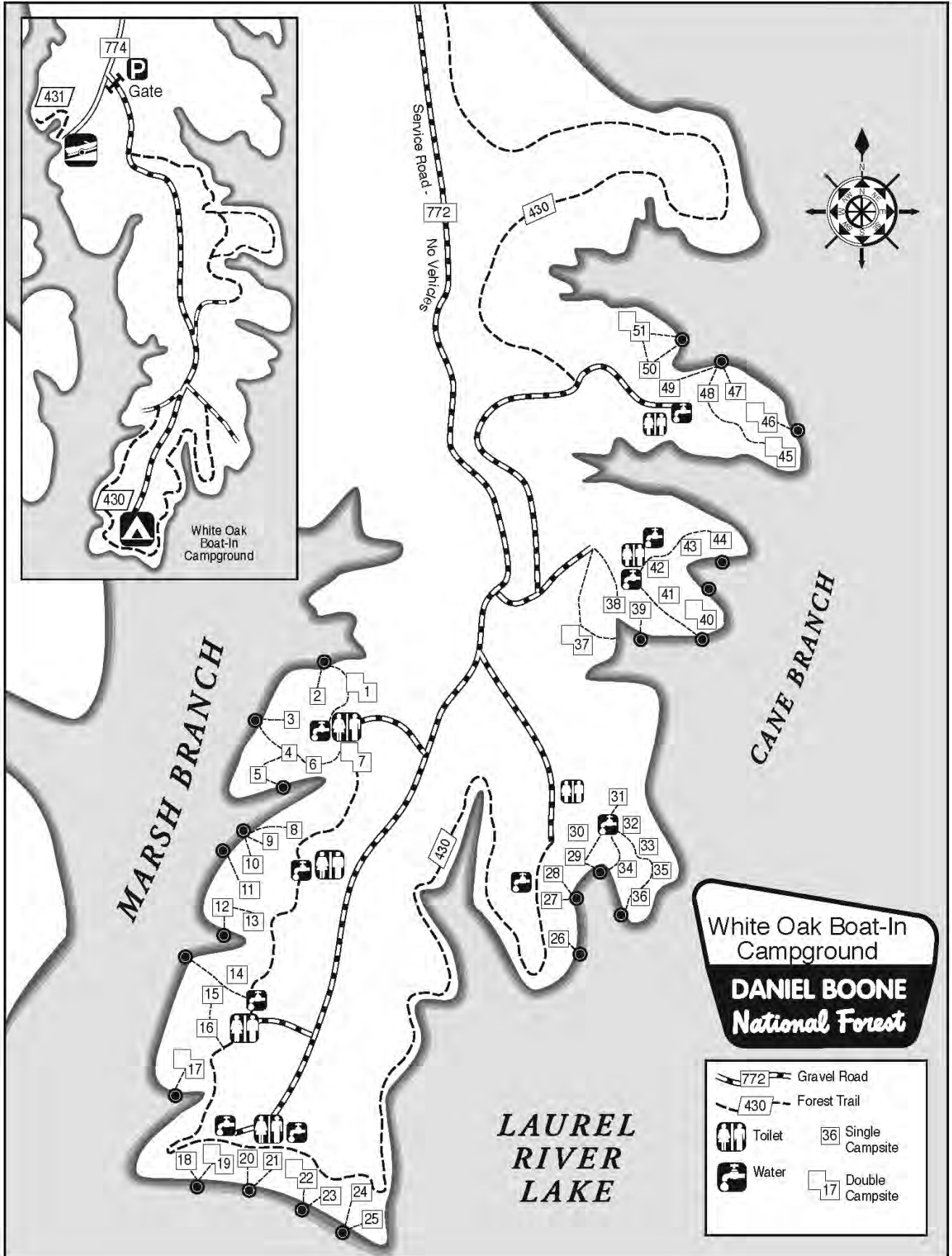
- |  |                    |
|--|--------------------|
|  | Gravel Road        |
|  | Forest Trail       |
|  | 1 Single Campsite  |
|  | 11 Double Campsite |











**Appendix 3:**  
**Inventory of Government-Furnished Property**

**Grand Total of Government Furnished Property: \$4,319,400****Inventory of Government-Furnished Property****Grove Campground**

Item	Type	Quantity	Fair Market Value		Remarks
			Each	Subtotal	
Barriers	Wheel stops/concrete	62	\$100	\$6,200	
Bench	Wood	8	\$300	\$2,400	
Bulletin Boards	Wood	6	\$1500	\$9,000	
Building, entrance station	Wood	1	\$60,000	\$60,000	
Building, toilet/flush toilet	block	1	\$200,000	\$200,000	
Building, shower/flush toilet	block	1	\$250,000	\$250,000	
Can, trash 2 in 1	metal	1	\$900	\$900	
Can, trash 4 in 1	metal	1	\$1800	\$1,800	
Dumpster pads & screen	concreter/wood	3	\$27,000	\$81,000	
Electric, distribution	direct bury				
Electric pedestals	metal	67	\$500	\$33,500	
Fence, split rail	wood	1	\$2,000	\$2,000	
Gates	metal	2	\$8,000	\$16,000	
Gates	wood	3	\$12,000	\$36,000	
Grills, fire rings	metal	56	\$250	\$14,000	
Grills, pedestal	metal	4	\$350	\$1,400	
Lantern posts	metal	119	\$150	\$17,850	
Overlook	wood	1			
Roadway & parking lots	asphalt		\$10,000	\$10,000	
Sanitation dump station		1	\$15,000	\$15,000	
Security lights	metal pole	2	\$3,000	\$6,000	
Sewage lift stations	concrete	4	\$50,000	\$200,000	
Sewage, force mains	pvc				
Sign, entrance	wood	2	\$900	\$1,800	
Signs, various	wood	10	\$100	\$1,000	
Site posts	wood	56	\$50	\$2,800	
Spurs	asphalt	52			
Tables	wood	71	\$650	\$46,150	
Walkways	asphalt	3			
Walkways	limestone	2			
Water, distruction	pvc	1			
Water, hydrants	metal	56	\$200	\$11,200	
Vegetation, variety					
TOTAL				\$1,026,000	

**Grove Administrative Site**

Item	Type	Quantity	Fair Market Value		Remarks
			Each	Subtotal	
Building, Maintenance	wood	1	\$280,000	\$280,000	
Fence & Gate	chain link	1	\$20,000	\$20,000	
TOTAL				\$300,000	

## Holly Bay Campground

Item	Type	Quantity	Fair Market Value		Remarks
			Each	Subtotal	
Amphitheater	wood	1	\$15,000	\$15,000	
Barriers	wood	114	\$100	\$11,400	
Boat launch	wheel stops, concrete	1			
Bench	concrete	8	\$300	\$2,400	
Bulletin boards	wood	6	\$1,500	\$9,000	
Building, entrance station	wood	1	\$60,000	\$60,000	
Building, toilet/flush	wood	3	\$200,000	\$600,000	
Building, shower/toilet flush	block	2	\$250,000	\$500,000	
Building fish cleaning	block	1	\$150,000	\$150,000	
Dock, courtesy	wood	1	\$15,000	\$15,000	
Can, recycling (2 in 1)	metal	5	\$900	\$4,500	
Can, trash (2 in 1)	metal	1	\$900	\$900	
Can, trash (4 in 1)	metal	1	\$1,800	\$1,800	
Dumpster pads & screen	concrete/wood	5	\$27,000	\$135,000	
Electric, distribution	direct bury				
Electric, pedestals	metal	86	\$500	\$43,000	
Fence, split rail	wood	1	\$2,000	\$2,000	
Gates	metal	2	\$8,000	\$16,000	
Gates	wood	4	\$12,000	\$48,000	
Grills, fire rings	metal	94	\$250	\$23,500	
Grills, pedestal	metal	19	\$350	\$6,650	
Lantern posts	metal	220	\$150	\$33,000	
roadway & parking lots	asphalt				
Sanitaion dump station		1	\$15,000	\$15,000	
Security lights	metal pole	3	\$3,000	\$9,000	
Sewage Lift stations	concrete	7	\$50,000	\$350,000	
Sewage, force mains	pvc				
Sign, Entrance	wood	2	\$1,500	\$3,000	
Sign, Various	wood	25	\$100	\$25,000	
Site post	wood	94	\$50	\$4,700	
Spurs	asphalt	75			
Tables	wood	108	\$650	\$70,200	
Walkways	asphalt	3			
Walkways	limestone	2			
Water, distribution	pvc	1			
Water, hydrants	metal	80	\$200	\$16,000	
TOTAL				\$2,170,050	

## Craigs Creek Group Campground

Item	Type	Quantity	Fair Market Value		Remarks
			Each	Subtotal	
Barriers	wheel stops, concrete	10	\$100	\$1,000	
Bench	wood	18	\$300	\$5,400	
Building, toilet/vauit	block	2	\$40,000	\$80,000	
Building, picnic shelter	wood	1	\$100,000	\$100,000	
Sumpster pads & screen	concrete/wood	1	\$27,000	\$27,000	
Gates	stone	3	\$1,000	\$3,000	



Item	Type	Quantity	Fair Market Value		Remarks
Grill, fire rings	metal	1	\$8,000	\$8,000	
Grill, pedestal	metal/group	4	\$1,000	\$4,000	
Lantern post	metal	18	\$150	\$2,700	
roadway	crushed limestone				
Sign, Entrance	wood	1	\$1,500	\$1,500	
Signs, Various	wood	5	\$100	\$500	
Site posts	wood	3	\$50	\$150	
Tables	wood	24	\$650	\$15,600	
Walkways	asphalt	3			
Water, distribution	pvc	1			
Water, hydrants	metal	5	\$200	\$1,000	
<b>TOTAL</b>				\$249,850	

### Grove Boat-In Campground

Item	Type	Quantity	Fair Market Value		Remarks
			Each	Subtotal	
Bulletin boards	wood	5	\$1,500	\$7,500	
Building, toilet/vault	concrete/unisex CXT/SST	4	\$30,000	\$120,000	
Can, trash (4 In 1)	metal	3	\$1,800	\$5,400	
Gates	metal	1	\$8,000	\$8,000	
Grills, fire rings	metal	31	\$250	\$7,750	
Lantern post	metal pole	74	\$150	\$11,100	
Stie post	wood	31	\$50	\$1,550	
Tables	wood	43	\$650	\$27,950	
Walkways	limestone	7			
Water, distribution	pvc	1			
Water, hydrants	metal	12	\$200	\$2,400	
<b>TOTAL</b>				\$191,650	

### Whiteoak Boat-In Campground

Item	Type	Quantity	Fair Market Value		Remarks
			Each	Subtotal	
Bulletin boards	wood	9	\$1,500	\$13,500	
Building, toilet/vault	concrete/unisex CXT/SST	7	\$40,000	\$280,000	
Can, trash (4 In 1)	metal	7	\$1,800	\$12,600	
Gates	metal	1	\$2,000	\$2,000	
Grills, fire rings	metal	51	\$250	\$12,750	
Lantern post	metal pole	112	\$150	\$16,800	
Stie post	wood	51	\$50	\$2,550	
Tables	wood	61	\$650	\$39,650	
Walkways	limestone	2			
Water, distribution	pvc	1			
Water, hydrants	metal	10	\$200	\$2,000	
<b>TOTAL</b>				\$381,850	

## **Appendix 4**

### **Sample Special Use Permit (Form FS-2700-4h)**

Authorization ID: #AUTH\_ID#  
Contact ID: #HOLDER\_ID#  
Use Code: #USE\_CODE#  
Expiration Date: #EXPIRATION\_DATE#

FS-2700-4h (03/06)  
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE**  
**Forest Service**  
**SPECIAL USE PERMIT FOR**  
**CAMPGROUND AND RELATED GRANGER-THYE CONCESSIONS**  
**Authority: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d**  
**(Ref. FSM 2710)**

#HOLDER\_NAME#, #HOLDER\_ADD\_LINE\_1#, #HOLDER\_ADD\_LINE\_2#, #HOLDER\_ADD\_LINE\_3#,  
#HOLDER\_CITY#, #HOLDER\_STATE# #HOLDER\_ZIP#

#HOLDER\_NAME# (the holder) is hereby authorized to use and occupy National Forest System lands, subject to the conditions below, on the  National Forest.

#PURPOSE#

<u>FACILITY</u>	<u>LEGAL DESCRIPTION</u>	<u>ACRES</u>	<u>DISTRICTS</u>
<input type="text"/>	<input type="text"/>		
<input type="text"/>	<input type="text"/>		
<input type="text"/>	<input type="text"/>		
<input type="text"/>	<input type="text"/>		

THIS permit covers #USE\_ACRES# acres or #USE\_MILES# miles, which are described above and are as shown on the location map attached to and made a part of this permit. The above described area shall be referred to herein as the permit area.

THIS permit is issued for the purpose of operating and maintaining a Forest Service developed recreation site(s) as provided herein and in the attached annual operating plan (Appendix A), annual Granger-Thye fee offset agreement (Appendix B), holder maintenance and reconditioning plan (Appendix C), recreation site maps (Appendix D), facility and improvement inventory (Appendix E), and "Operation of Federally Owned Drinking Water Systems" (Appendix F) **<Add any other appendices as needed or delete highlighted text>**, all of which are hereby made a part of this permit.

**I. AUTHORITY AND GENERAL TERMS OF THE PERMIT**

**A. AUTHORITY.** This permit is issued under Section 7 of the Granger-Thye Act, 16 U.S.C. 580d, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

**B. AUTHORIZED OFFICER.** The authorized officer is the Forest Supervisor who issued this permit or a delegated subordinate officer.

**C. TERM.** This permit shall expire at midnight on December 31, ,  years from the date of issuance, provided that the permit term may be extended up to 5 years by amendment at the sole discretion of the authorized officer based on sustained satisfactory performance or administrative need. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

**D. RENEWAL.** This permit is not renewable. After it expires, continuation of the type of use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. After expiration, issuance of a new permit for the type of use and occupancy authorized by this permit shall be subject to competition.

**E. AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when at the discretion of the authorized officer such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, forest land and resource management plans, or other management decisions.

**F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

**G. NON-EXCLUSIVE USE.** The use and occupancy authorized by this permit is not exclusive. The Forest Service reserves a continuing right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized structures and developments, the lands and waters covered by this permit shall remain open to the public for all lawful purposes. To facilitate public use of this area, all existing roads shall remain open to the public, except for roads that may be closed by joint agreement of the holder and the authorized officer.

## **H. CHANGE IN CONTROL**

**1. Notification.** The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated. If the holder is a corporation, change in control means the sale or transfer of a controlling interest in the corporation. If the holder is a partnership or a limited liability company, change in control means the sale or transfer of a controlling interest in the partnership or limited liability company. If the holder is an individual, change in control means the sale or transfer of the business to another party.

**2. Termination.** This permit is not transferable. Any change in control of the business entity as defined in clause I.H.1 shall cause this permit to terminate upon issuance of a new permit to another party for the use and occupancy authorized by this permit. The party who acquires control of the business entity must submit an application for a permit for the type of use and occupancy authorized by this permit. Issuance of a new permit to the party acquiring control shall be at the sole discretion of the authorized officer. The authorized officer shall determine that the applicant meets requirements under federal regulations. If a new permit is issued to the party acquiring control, the term shall be for no more than the balance of the term of this permit. Once the permit issued to the party acquiring control expires, issuance of a new permit for the type of use and occupancy authorized by this permit shall be subject to competition.

**I. LIMITATIONS.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer through a new permit or a permit amendment.

## **II. OPERATIONS, MAINTENANCE, AND RECONDITIONING**

### **A. ANNUAL OPERATING PLAN**

**1.** The holder or his/her designated representative shall prepare and annually revise by  an annual operating plan. The annual operating plan shall be prepared in consultation with the authorized officer or his/her designated representative and shall cover all operations authorized by this permit, regardless of season. The annual operating plan shall be submitted by the holder and approved by the authorized officer or his/her designated representative prior to the operating season.

**2.** The annual operating plan shall specify the operational requirements governing the sites covered by this permit. At a minimum, the annual operating plan shall enumerate the minimum operating seasons; how the holder will provide services to the public; protect public health and safety and the environment; and repair, maintain, or enhance the function of the improvements covered by this permit. The annual operating plan shall contain standards and sufficient detail to enable the Forest Service to monitor operations for compliance.

3. The holder shall perform a condition survey of the water system each year before it is opened. The holder shall prepare a brief written report that notes all deficiencies that may render compliance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and other applicable regulatory requirements infeasible. The condition survey report shall also include a detailed description of all water system deficiencies and/or repair work which the holder has identified as requiring corrective action in order for the system to be in compliance with Appendix F of this permit and applicable Federal and State safe drinking water regulation. If repair work is necessary, a repair plan shall be attached to the condition survey report. The repair plan shall identify all water system components requiring repair, estimated costs for repair and the approximate time schedule to complete the repair. The report shall be sent to the authorized officer at least two weeks prior to opening the system for the season. All deficiencies shall be corrected to the satisfaction of the Forest Service prior to opening the system. Corrections and the date they were made shall be recorded in the condition survey. If the system operates throughout the year, the condition survey shall be submitted to the Forest Service by January 15 each year.

**B. MINIMUM USE AND OCCUPANCY.** Use and occupancy of the permit area shall be exercised at least  days each year, unless otherwise authorized in writing under additional terms of this permit.

**C. GRANGER-THYE FEE OFFSET AGREEMENT.** Government maintenance and reconditioning projects shall be performed in accordance with an annual Granger-Thye fee offset agreement as provided in clause IV.E.2 of this permit.

**D. HOLDER MAINTENANCE, RECONDITIONING OR RENOVATION PLAN.** The holder at its expense shall perform holder maintenance, reconditioning, or renovation as defined in clause IV.E.1(d) of this permit under a holder maintenance, reconditioning, or renovation plan approved by the Forest Service. The holder maintenance, reconditioning, or renovation plan shall describe required holder maintenance, reconditioning, or renovation responsibilities and their frequency. The work performed under this plan shall not be subject to fee offset under clause IV.E.

The holder shall maintain all equipment and other facilities on site in good repair and free of leakage of lubricants, fuel, coolants, and hydraulic fluid. The holder shall properly dispose of all hazardous waste- contaminated soil, vegetation, debris; vehicle oil filters (drained of free-flowing oil); oily rags; and waste oil in accordance with local, State, and Federal regulations off of Government property and shall transport such substances, or arrange to have such substances transported in accordance with State and Federal regulations.

**E. ALTERATION OF GOVERNMENT IMPROVEMENTS.** If during the term of this permit any government-owned improvements are altered in any way, the material, equipment, fixtures or other appurtenances that are affixed to or made a part of those improvements in connection with the alteration shall become the property of the United States, regardless of whether the work is performed by the holder or any other party. The holder shall not be entitled to any compensation for that property, other than to the extent it qualifies for fee offset under clause IV.E.

**F. RESPONSIBILITY FOR DAY-TO-DAY ACTIVITIES.** As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. Some but not all of these activities may be conducted by a party other than the holder, but only with prior written approval of the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.

**G. REMOVAL AND PLANTING OF VEGETATION.** This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer or his/her designated agent has approved and marked what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the authorized officer. Trees, shrubs, and other plants may be planted in the permit area as approved by the authorized officer.

**H. SIGNS.** Signs or other advertising posted on National Forest System lands shall be subject to prior written approval of the authorized officer as to location, design, size, color, and content. Erected signs shall be maintained to standards determined by the Forest Service.

**I. NONDISCRIMINATION.**

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities,



services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service shall be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

**J. EQUAL ACCESS TO FEDERAL PROGRAMS.** In addition to the above nondiscrimination policy, the holder agrees to insure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

**K. NATIONAL RECREATION RESERVATION SERVICE (NRRS).** The NRRS is the only authorized reservation service to be utilized by the holder. No other reservation service of any kind may be used by the holder. Operational procedures for the NRRS will be developed and placed in the annual operating plan.

### **III. RIGHTS AND LIABILITIES**

**A. LEGAL EFFECT OF THE PERMIT.** This permit is revocable and terminable. It is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

**B. THIRD-PARTY RIGHTS.** This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

**C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit, including any party who has responsibility for any day-to-day activities authorized by this permit, if approved by the authorized officer under clause II.F.

**D. WATER RIGHTS.** This permit does not confer any water rights on the holder. Water rights must be acquired under state law. Upon revocation or termination of this permit, the holder shall transfer any water rights associated with the use and occupancy authorized by this permit to the succeeding permit holder. If there is no succeeding permit holder, the holder shall relinquish those water rights to the Forest Service.

**E. RISKS.** The holder assumes all risk of the authorized improvements. Loss to the authorized improvements may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate.

**F. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clauses III.F, III.I, and V, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local law or regulation.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the site.

If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the site, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall indemnify the United States for any damages arising out of the use and occupancy authorized by this permit, including damage to government-owned improvements covered by this permit. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use and occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs in connection therewith.

3. With respect to roads, the holder shall be liable for damage to all roads and trails of the United States open to public use caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to the same extent as provided under clause III.F.1, except that liability shall not include reasonable and ordinary wear and tear.

**G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION.** The holder shall take all measures necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during the term of this permit or existing or occurring after the term of this permit and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit that causes or threatens to cause: a hazard to the safety of workers or to public health or safety; or, harm to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

**H. INDEMNIFICATION OF THE UNITED STATES.** The holder shall indemnify, defend, and hold the United States harmless for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in: (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

#### **USER NOTES FOR CLAUSE III.I**

**Select the appropriate clause III.I below, in accordance with the type of insurance and holder.**

**Selection Item 1: For policies with separate limits of coverage for personal injury or death and third party property damage, use the following clauses III.I, III.I.1, and III.I.2.**

☐ **I. INSURANCE.** The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the Forest Service immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies shall also specify that the insurance company shall give 30 days' prior written notice to the Forest Service of cancellation of or any modification to the policies. Minimum amounts of coverage and other

insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

**1. Liability.** The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of:

\$ [ ] for injury or death to one person,

\$ [ ] for injury or death to more than one person, and

\$ [ ] for third-party property damage.

**2. Property.** The holder shall have in force property insurance for [ ] in the minimum amount of

[ ] which represents [ ] of the insured property. The types of loss to be covered by this clause shall include but not be limited to damage to Government-owned improvements identified herein. At the sole discretion of the authorized officer, the Forest Service may require the holder to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged government property covered by the policy, or may obtain payment of those proceeds from the concessionaire or the insurance company.

Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal campground maintenance items in nominal amounts would generally not trigger financial assurance requirements.

**Selection Item 2: For policies with combined single limits of coverage for personal injury or death and third-party property damage, use the following clauses III.I, III.I.1, and III.I.2.**

**If the prospective holder is a state or one of its political subdivisions that has statutory or constitutional authorities limiting its liability or obligation to indemnify, the authorized officer shall prepare a risk assessment to determine the potential for loss to the United States from personal injury, death, or property damage caused by the prospective holder's use and occupancy. If the authorized officer determines based on the risk assessment that the potential for personal injury, death, or property damage caused by the prospective holder's use and occupancy exceeds the limitations on the liability or indemnification obligation of the state or its political subdivision, the prospective holder shall, as a precondition to issuance of this permit, procure insurance under the terms of clause III.I of this permit in the amount determined in the risk assessment that exceeds the liability or indemnification limitation of the state or its political subdivision.**

**I. INSURANCE.** The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the Forest Service immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies shall also specify that the insurance company shall give 30 days' prior written notice to the Forest Service of cancellation of or any modification to the policies. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

**1. Liability.** The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$ #LIAB\_INS\_AMOUNT# as a combined single limit per occurrence.

**2. Property.** The holder shall have in force property insurance for [ ] in the minimum amount of

[ ] which represents [ ] of the insured property. The types of loss to be covered by this clause shall include but not be limited damage to Government-owned improvements identified herein. At the sole discretion of

the authorized officer, the Forest Service may require the holder to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged government property covered by the policy, or may obtain payment of those proceeds from the concessionaire or the insurance company.

Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal campground maintenance items in nominal amounts would generally not trigger financial assurance requirements.

**Selection Item 3. If the prospective holder is a federal agency, use the following clause III.I.**

**I. DAMAGE TO NATIONAL FOREST INTERESTS, PROPERTY, OR RESOURCES.** As an agency of the United States, the holder is limited by federal law as to the assumption of liability for its acts or omissions. The holder agrees, within its legal limitations and limitations of appropriations, to be responsible for all damages arising from injury to persons or property associated with the use and occupancy authorized by this permit. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any claims and to repair damage to the land within the permit area. This provision is intended to shield the appropriations of the Forest Service from any burdens, other than administrative costs, which may arise in connection with the use and occupancy authorized by this permit.

**J. PERFORMANCE BOND.** The authorized officer may at any time during the term of this permit require the holder to furnish a bond or other security to secure any or all of the obligations imposed by the terms of this permit or any applicable law, regulation, or order. The following terms shall apply if a bond is required.

**1. Amount and Form of Bonding.** As a further guarantee of compliance with the terms of this permit, the holder agrees to deliver and maintain a surety bond or other acceptable security in the amount of #PERF\_BOND\_AMOUNT#. In lieu of a bond, the holder may deposit and maintain in a federal depository cash in the foregoing amount or negotiable securities of the United States having a market value at the time of deposit of at least the foregoing dollar amount.

**2. Sufficiency of Bonding.** The authorized officer may periodically evaluate the adequacy of the bond and increase or decrease the amount as appropriate. Should the bond or other security delivered under this permit become unsatisfactory to the Forest Service, the holder shall within 30 days of demand furnish a new bond or other security issued by a surety that is solvent and satisfactory to the Forest Service.

**3. Remedies.** The bond shall provide that at the Forest Service's sole discretion the surety shall pay the United States for any loss covered by the bond or, in the event of complete default under the permit, shall pay a third party to operate the concession for the balance of the permit term. The bond shall also provide that selection of a third party to operate the site is subject to Forest Service approval. If the holder fails to meet any of the requirements secured under this clause, the Forest Service has the discretion to require the surety to pay the United States for any loss covered by the bond or, in the event of complete default under the permit, to pay a third party to operate the concession for the balance of the permit term, without prejudice to any other rights and remedies of the United States.

**K. SANITATION.** The operation and maintenance of all sanitation and food service systems and facilities shall comply with applicable standards set by state and local health departments.

**L. REFUSE DISPOSAL.** The holder shall comply with all applicable federal, state, and local requirements related to disposal of any refuse resulting from the use and occupancy authorized by this permit.

**IV. PERMIT FEES AND ACCOUNTING RECORDS**

**A. PERMIT FEES.** The holder shall pay to the USDA, Forest Service, an annual permit fee for the term of this permit based on the fair market value of the use and occupancy authorized by this permit of [ ] percent of adjusted gross revenue as defined in clause IV.B. The minimum annual permit fee for the authorized use and occupancy shall be [ ]. If the percentage of gross revenue in a given year is less than the minimum annual permit fee, the holder shall pay the minimum annual permit fee. The holder shall pay the permit fee in advance of the authorized use

and occupancy, as provided in clause IV.C. Payments due before commercial operations commence pursuant to clause IV.C.1 are not refundable, except to the extent they are subject to fee offset under clause IV.C.3 and IV.E. The Forest Service may adjust the minimum permit fee every five years from the due date of the first annual payment to make the annual permit fee commensurate with the fair market value of the authorized use and occupancy.

## B. DEFINITIONS

1. **Adjusted Gross Revenue.** Gross revenue plus applicable revenue additions, minus applicable revenue exclusions.
2. **Gross Revenue.** The total amount of receipts from the sale of goods or services provided by the holder or third party under the permit.
3. **Revenue Additions.** The following are added to gross revenue:
  - (a) The value of goods and services that are donated or bartered; and
  - (b) The value of gratuities, which are goods, services, or privileges that are not available to the general public.
4. **Revenue Exclusions.** The following are excluded from gross revenue:
  - (a) Amounts paid or payable to a state licensing authority.
  - (b) Revenue from the sale of operating equipment and from capitalized or other assets used in authorized operations.
  - (c) Refunds of use fees provided to the public by the holder.

## C. PAYMENT SCHEDULE

1. **Initial Payment.** An initial cash payment representing the portion of the estimated annual permit fee for one month of revenue during the operating season (but not less than \$1,500, unless the total permit fee is less than \$1,500) shall be paid in advance of use each year. This payment is not refundable except to the extent that all or part of the initial cash payment may be offset by the cost of work performed pursuant to a Granger-Thye fee offset agreement as provided in clauses IV.C.3 and IV.E.2.

### USER NOTES FOR CLAUSE IV.C.2

Select one of the following two clauses based on the total estimated annual permit fee.

**Selection Item 1: Select the following clause where the estimated annual permit fee is less than \$10,000. Revise the payment due dates if the operating season is other than mid-May to mid-September. However, payments must be made at least quarterly. Each payment is due in advance of use.**

- ☐ 2. **Subsequent Payments.** The holder shall report sales, calculate fees due, and make payment in two installments, on , and on .

**Selection Item 2: Select the following clause where the estimated annual permit fee is more than \$10,000.**

- ☐ 2. **Subsequent Payments.** The holder shall report sales, calculate fees due, and make payment each month.

### 3. Holder-Performed Fee Offset Work.

**(a) Work in Lieu of Cash Payments.** Notwithstanding clause IV.C.2, the cost of work performed by the holder pursuant to a Granger-Thye fee offset agreement as provided in clause IV.E.2 may be credited in lieu of cash payments against the annual permit fee, provided that the work has been accomplished in accordance with the Granger-Thye fee offset agreement, and has been accepted as completed by the Forest Service before the end of the holder's fiscal year.

In the absence of a current, Granger-Thye fee offset agreement, payment must be made pursuant to clause IV.C.2.

**(b) Documentation of Expenses.** Prior to reimbursement or credit for Granger-Thye fee-offset work, the holder shall submit sufficient documentation to allow the authorized officer to determine that the costs claimed are allocable to the Granger-Thye fee offset agreement, actual, reasonable, and not unallowable.



**4. Final Payment.** The Forest Service shall reconcile annually the actual permit fee against permit fee payments made and credits for fee offset work. The holder shall pay any additional fees owed for the past year's operation within 30 days of billing.

**5. Overpayment.** Overpayment of the permit fee will be reimbursed by the Forest Service only if paid pursuant to clauses IV.C.1 and 2. Credit for offset work pursuant to clause IV.C.3 is limited to the amount of the annual permit fee; expenses will not be reimbursed if they are greater than the annual permit fee.

**D. DOCUMENTATION OF REVENUE.** The holder shall provide documentation of use and revenue for purposes of permit fee verification.

**1. Use and Revenue Data.** The holder shall submit to the authorized officer on a monthly basis use and revenue data covering each week of the operating season. At a minimum, such data shall consist of the number of sites occupied, all extra vehicle charges, the total number of Golden Age and Golden Access Passports honored, the total amount of use fees collected from the public, and the total amount of other types of revenue collected from the public.

**2. Income Statements.** No later than 90 days after the close of the holder's fiscal year, the holder shall submit to the authorized officer a statement of income reporting the results of the holder's annual operations. The statement shall include all adjustments, such as taxes deducted, and shall be broken down by categories of sales.

**E. GRANGER-THYE FEE OFFSET.** Pursuant to 16 U.S.C. 580d, the Forest Service may offset all or part of the permit fee by the amount paid by the holder for renovation, reconditioning, improvement, and maintenance deemed to be the government's responsibility, as defined below, of government-owned improvements and their associated land.

## **1. Definitions**

**(a) Maintenance.** Actions taken to keep fixed assets in acceptable condition. Maintenance includes preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life. Maintenance includes work needed to meet laws, regulations, codes, and other legal direction as long as the original intent or purpose of the fixed asset is not changed. Maintenance excludes activities aimed at expanding capacity of an asset or otherwise upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.

**(b) Improvement.** Advancing a fixed asset to a better quality or state. Improvement includes replacement. Replacement means substitution or exchange of an existing fixed asset or component with one having essentially the same capacity and purpose. Improvement is always the responsibility of the Government rather than the holder.

**(c) Reconditioning or Renovation.** A type of maintenance that rehabilitates an existing fixed asset or any of its components in order to restore the functionality or life of the asset. Reconditioning and renovation do not include construction of new facilities.

**(d) Holder Maintenance, Reconditioning, or Renovation.** Maintenance, reconditioning, or renovation that neither materially adds to the value of the property nor appreciably prolongs its life. The work serves only to keep the facility in an ordinary, efficient operating condition. From an accounting or tax perspective, it is work that may be expensed, but not capitalized. Examples include but are not limited to interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, and general snow removal. In fulfilling these responsibilities, the holder shall obtain any licenses and certified inspections required by regulatory agencies and follow state and local laws, regulations, and ordinances and industry standards or codes applicable to the permitted operation.

**(e) Government Maintenance, Reconditioning, Renovation, or Improvement.** Maintenance reconditioning, renovation, or improvement that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property. Examples include but are not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, walks, walls, or landscaping adjacent to other government-owned structures; replacing vault toilets with flush facilities, paving interior roads, upgrading facilities, and installing utilities; and performing exterior painting and refinishing. Exterior painting that repairs unsightly visual

marks caused by everyday use does not meet the definition outlined above. Government maintenance, reconditioning, renovation or improvement, whether performed by the holder or the Forest Service, shall be performed at the sole discretion of the authorized officer.

**2. Granger-Thye Fee Offset Agreement.** Before issuance of this permit and before each operating season thereafter, the Forest Service and the holder shall enter into an annual written Granger-Thye fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement to be used to offset the permit fee. The agreement shall specify whether the concessionaire shall be required or has the option to enter into a collection agreement to have the Forest Service perform the work. The agreement shall enumerate the portion of the permit fee to be offset by the cost of work performed by the holder and the schedule for completion of offset work. Additionally, the agreement shall specify the portion of the permit fee to be offset by the cost of work performed by the Forest Service. The agreement shall specify which projects are to be used for offset that year and shall also include standards for completion of the projects and examples of allowable costs.

**3. Collection Agreements for Forest Service Oversight for Major Government Maintenance, Reconditioning, Renovation, and Improvements Performed by the Holder.** The Forest Service may require the holder to enter into a collection agreement with the Forest Service to pay the cost of a Forest Service employee administering and overseeing major government maintenance, reconditioning, and improvement projects and offset those costs against the holder's annual permit fee. For purposes of this clause only, a major government maintenance, reconditioning, and

improvement project is one costing [ ] or more. Allowable costs include monitoring to ascertain that work is being done to Forest Service standards. Allowable costs do not include routine permit administration by the Forest Service. If the Forest Service exercises this option, a separate collection agreement shall be executed by the parties and made a part of this permit.

## **F. FEE PAYMENT ISSUES**

**1. Crediting of Payments.** Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

**2. Disputed Fees.** Fees are due and payable by the due date. No appeal of disputed fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments will be made if dictated by settlement terms or an appeal decision.

### **3. Late Payments**

**(a) Interest.** Pursuant to 31 U.S.C. 3717 *et seq.*, interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

**(b) Administrative Costs.** If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

**(c) Penalties.** A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

**(d) Termination for Nonpayment.** This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall be responsible for the delinquent fees, as well as any other costs of restoring the site to its original condition, including hazardous waste cleanup.

**4. Administrative Offset and Credit Reporting.** Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* and common law. Delinquencies are subject to any or all of the following:

**(a)** Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 *et seq.*

(d) Disclosure to consumer or commercial credit reporting agencies.

**G. ACCOUNTING RECORDS AND ACCESS.** The holder shall follow generally accepted accounting principles or other cash basis of accounting in recording financial transactions. When requested by the Forest Service, the holder at its own expense shall have its annual accounting records audited by an independent public accountant acceptable to the Forest Service. The holder shall require any party who has responsibility for any day-to-day activities under clause II.F of this permit to comply with these same requirements. The holder shall make all of the accounting books and supporting records for the business activities authorized by this permit, as well as those of any parties authorized to operate under clause II.F of this permit, available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for five years after the end of the year they were generated, unless disposition is otherwise authorized by the Forest Service in writing.

## **V. RESOURCE AND IMPROVEMENT PROTECTION**

**A. COMPLIANCE WITH ENVIRONMENTAL LAWS.** The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, the Oil Pollution Act, as amended, 33 U.S.C. 2701 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 *et seq.*, the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 *et seq.*, and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f *et seq.*

## **B. WATER SYSTEMS**

1. The holder, as the water supplier and operator of the drinking water system, shall operate the system in compliance with Forest Service Manual (FSM) Chapter 7420, applicable federal, state, and local drinking water laws and all regulations applicable to public and nonpublic drinking water systems. This includes, but is not limited to, renovation, operating and maintaining the system and conducting drinking water testing, maintaining records to demonstrate compliance, and taking the appropriate corrective and follow-up actions in accordance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and federal, state, and any other applicable requirements. The holder shall be able to demonstrate compliance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and all other applicable requirements by maintaining all necessary records. For the purposes of this authorization, public water systems are as defined in the Safe Drinking Water Act, 42 U.S.C. 300f *et seq.*, as amended, and in the National Primary Drinking Water Regulations, 40 CFR Part 141, or by state regulations if more stringent. Requirements under FSM 7420 applicable to the holder are set forth in this section and Appendix F to the permit entitled "Operation of Federally Owned Drinking Water Systems."

2. For federally owned systems, the holder shall notify and consult with the Forest Service within 24 hours or on the next business day after notification by the laboratory of a sample that tests positive for microbiological contamination. The holder shall provide a copy of positive lab test to the Forest Service within one week of receiving the lab result. The holder shall notify the State drinking water program and Forest Service within 48 hours of any failure to comply with a federal or state drinking water requirement and make a written record that the notification occurred and place it in the system's record file. The holder shall notify and consult with the Forest Service within 48 hours of notification of a maximum contaminant level violation or an acute violation. The holder shall respond to the microbial contamination event as specified in Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and applicable regulations.

3. The holder shall retain all records as required by applicable laws and regulations. The holder agrees to make the records available upon request to the Forest Service and to any other regulatory agency authorized to review Forest Service activities. Copies of microbiological test results for federally owned water systems shall be forwarded monthly to the Forest Service by the 15th of the month following the sampling date. Copies of all other drinking water sample results shall be forwarded to the Forest Service at the end of the operating season. If the operating season is longer

than six months in length, copies of sample results must be provided to the Forest Service every six months. The holder shall clearly identify all sample results that violate FSM requirements or state, federal, and local requirements when the copies are submitted. Sample results that violate any of these requirements must have the results of required follow up samples attached. Copies of sample results that violate state requirements must have documentation attached to demonstrate that the state was informed of the violation within 48 hours of the lab notifying the holder of the results. The holder shall surrender all records for a federally owned system to the Forest Service upon permit termination or revocation.

**4.** For federally owned systems, the holder shall provide the name of the water system operator in writing to the Forest Service and notify the authorized officer within 72 hours of a change in personnel. Operators shall be certified to operate drinking water systems for all water systems classified as community or non-transient noncommunity system or when otherwise required by the state in which the system is located. Records to demonstrate operator certification shall be kept by the holder and made available to Forest Service upon request.

**C. VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

**D. PESTICIDE USE.** Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

**E. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this permit. The holder shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

**F. PROTECTION OF HABITAT OF ENDANGERED, THREATENED, AND SENSITIVE SPECIES.** Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA), 16 U.S.C. 531 *et seq.*, as amended, or as sensitive by the Regional Forester under the authority of Forest Service Manual Chapter 2670, derived from ESA Section 7 consultation, may be shown on a separate map, hereby made a part of this permit, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the sole responsibility of the holder. If protective measures prove inadequate, if other such areas are discovered, or if new species are listed as federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection, regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

**G. CONSENT TO STORE HAZARDOUS MATERIALS.** The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

#### **USER NOTE FOR CLAUSE V.G.**

**<Delete instructions and non-applicable clauses prior to printing>  
Add the clauses below when consenting to store hazardous materials.**

**1.** If the holder receives consent to store hazardous material, the holder shall identify to the Forest Service any hazardous material to be stored at the site. Such identification information shall be consistent with column (1) of the table of hazardous materials and special provisions given at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the holder shall maintain Material Safety Data Sheets for any stored

hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable Federal, State, and local laws and regulations.

2. The holder shall not release any hazardous material as defined in clause III.F. onto land or into rivers, streams, impoundments, or into natural or man-made channels leading thereto. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer in charge may specify specific conditions that must be met, including conditions more stringent than Federal, State, and local regulations, to prevent releases and protect natural resources.

3. The holder shall immediately notify all appropriate response authorities, including the national Response Center and the Forest Service authorized officer or designated representative, of any oil discharge or of the release of a hazardous substance at the site in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR part 153, subpart B, and 40 CFR 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the Forest Service designated representative upon knowledge of any release [or threatened release] of any hazardous material at or in the vicinity of the permit area which may be harmful to public health or welfare or which may adversely affect natural resources under the management authority of the United States.

**H. CLEANUP AND REMEDIATION.** Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either on site or in connection with the holder's activities, whether or not those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

**I. CERTIFICATION UPON REVOCATION OR TERMINATION.** If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the site covered by this permit is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the site, into surface water at or near the site, or into groundwater below the site during the term of the permit. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the site is in compliance with all federal, state, and local laws and regulations.

## **VI. REVOCATION, SUSPENSION, AND TERMINATION**

**A. REVOCATION AND SUSPENSION.** The Forest Service may suspend or revoke this permit in whole or in part:

1. For noncompliance with federal, state, or local laws and regulations.
2. For noncompliance with the terms of this permit.
3. For failure of the holder to exercise the privileges granted by this permit;
4. With the consent of the holder; or
5. At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

**B. OPPORTUNITY TO TAKE CORRECTIVE ACTION.** Prior to revocation or suspension under clause VI.A, the authorized officer shall give the holder written notice of the grounds for the action to be taken and a reasonable time, not to exceed 30 days, to complete corrective action prescribed by the authorized officer.

**C. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision must be in writing. Within 48 hours of the request of the holder, the superior of the authorized officer shall arrange for an on-the-ground review of the adverse conditions with the holder. Following this review the superior shall take prompt action to affirm, modify, or cancel the suspension.



**D. APPEALS AND REMEDIES.** Any written decisions by the authorized officer relating to administration of this permit are subject to the administrative appeal regulations at 36 CFR Part 251, Subpart C, or revisions thereto. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

**E. TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit is not subject to administrative appeal.

## **VII. MISCELLANEOUS PROVISIONS**

**A. REGULATING SERVICES AND RATES.** The Forest Service reserves the right to regulate the adequacy, type, and price of services provided to the public and to require that these services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services authorized by this permit. Such prices and services may be regulated by the Forest Service, provided that the holder shall not be required to charge prices significantly different from those charged by comparable or competing businesses.

**B. ADVERTISING.** The holder orally and in advertisements, signs, circulars, brochures, letterheads, and other materials shall not misrepresent in any way the accommodations or services provided or the status of the permit or permit area. The fact that the permit area is located on the  National Forest shall be made readily apparent in all the holder's brochures and print advertising regarding use of the permit area.

**C. CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for payment of fees.

**D. HOLDER REPRESENTATIVE.** The holder or a designated representative shall be present on the premises at all times when the facilities are open to the public. The holder shall notify the authorized officer in writing as to who the representative will be.

**E. LIQUOR SALES PROHIBITED.** The sale of liquors or other intoxicating beverages is prohibited in the permit area.

**F. GAMBLING.** Gambling or gambling devices shall not be permitted on National Forest System lands, regardless of whether gambling or gambling devices are lawful under state or local law.

**G. FIREWORKS.** The sale of fireworks is prohibited on land covered by this permit. Possession or use of fireworks on land covered by this permit is also prohibited without prior written approval from the authorized officer.

**H. DISORDERLY CONDUCT.** Disorderly or otherwise objectionable conduct by the holder or those occupying the premises with the holder's permission shall upon proof thereof be cause for revocation of this permit.

**I. SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a government agency, utility, association, or individual.

**J. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

**K. SUPERIOR CLAUSES.** In the event of any conflict between any of the preceding printed clauses and any subsequent clauses or provisions in the appendices attached to this permit, the preceding printed clauses shall control.

#INSERT TERM HERE#

**<<Use this signature page for individual(s) and all non-corporate entities. Ensure all user notes are deleted prior to printing>>**

**This permit is accepted subject to all its terms and conditions.**

HOLDER: \_\_\_\_\_

U.S. DEPARTMENT OF AGRICULTURE  
Forest Service

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Authorized Officer)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**[Attach annual operating plan, annual Granger-Thye fee offset agreement, holder maintenance and reconditioning plan, recreation site maps, facility and improvement inventory, "Operation of Federally Owned Drinking Water Systems," and any other appendices.]**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

**<<Use this signature block for corporations.>>**

**This permit is accepted subject to all its terms and conditions.**

Date: \_\_\_\_\_

CORPORATE NAME:

(CORPORATE SEAL)

By: \_\_\_\_\_  
(Vice) President

ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
(Assistant) Secretary

The following certificate shall be executed by the Secretary or Assistant Secretary of the corporation:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation that executed this permit; that \_\_\_\_\_, who signed this permit on behalf of \_\_\_\_\_ was then \_\_\_\_\_ of that corporation; that I know his/her signature; that his/her signature on this permit is genuine; and that this permit was signed, sealed, and attested to on behalf of \_\_\_\_\_ by authority of its board of directors.

(CORPORATE SEAL)

\_\_\_\_\_  
(Assistant) Secretary

U.S. DEPARTMENT OF AGRICULTURE  
Forest Service

By: \_\_\_\_\_  
(Authorized Officer)

Date: \_\_\_\_\_

**[Attach annual operating plan, annual Granger-Thye fee offset agreement, holder maintenance and reconditioning plan, recreation site maps, facility and improvement inventory, "Operation of Federally Owned Drinking Water Systems," and any other appendices.]**

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## **APPENDIX F :**

### **OPERATION OF FEDERALLY OWNED DRINKING WATER SYSTEMS**

#### **I. INTRODUCTION**

The requirements set forth in this Appendix pertain to holders of Forest Service special use permits that authorize the holder to operate federally owned drinking water systems. This includes special use permits authorized under the Granger-Thye Act, 16 U.S.C. § 580d.

The requirements set forth below are derived from Chapter 7420 of the Forest Service Manual (FSM), which describes the Forest Service Drinking Water Program. The objective of the Forest Service Drinking Water Program is to protect the health of the public and Forest Service personnel by ensuring that water provided by the Forest Service for human consumption is safe and protected. Where this objective cannot be met, the Forest Service policy is to make such waters unavailable for human consumption. "Human consumption" includes the use of water for drinking, food preparation, dishwashing, oral hygiene, or bathing/showering.

When a permit holder operates federally owned water systems, both the Forest Service and the permit holder are considered suppliers of the water. Therefore, permit holders authorized to operate federally owned water systems must operate and maintain the systems to meet the objective and policy of the Forest Service Drinking Water Program. Failure to operate these drinking water systems accordingly may result in revocation of the permit.

In addition to fulfilling the requirements set forth below, permit holders operating federally owned water systems must comply with all applicable federal, State, interstate, and local requirements applicable to drinking water systems, and must follow the Operation and Maintenance Plan developed in conjunction with the Forest Service to address the specific system(s).

Nothing in this Appendix should be interpreted as diminishing any obligation imposed by federal, State, interstate, or local authority.

#### **II. APPLICABLE DEFINITIONS**

**A. Average Daily Population (ADP).** For classification purposes, the sum of the daily transient and daily resident population served or having access to the drinking water system, per month, divided by the days of the month. Where actual or sample counts are not available at recreation sites, determine ADP by multiplying Persons-At-One-Time (PAOT) by the percentage of site use where PAOT equals four people per site.

**B. Condition Survey.** An onsite review of the facilities, equipment, and operation and maintenance of the a drinking water system to evaluate the adequacy of those elements for producing and distributing safe drinking water and meeting FSM and regulatory requirments. Condition surveys are an integral part of the sanitary surveys and serve as a supplement to the last current sanitary survey.

**C. Confluent Growth.** A continuous bacterial growth covering the entire filtration area of a membrane filter, or a portion thereof, in which bacterial colonies are not discrete. This does not necessarily include coliform growth. Non-coliform growth is often called heterotrophic growth.

**D. Drinking Water System.** A system for providing water suitable for human consumption via service connections (including handpump wells).

**E. Human Consumption.** Use of water for drinking, food preparation, dishwashing, oral hygiene, or bathing/showering.

**F. Maximum Contaminant Level (MCL).** As defined by federal, State, or local law, but generally: The maximum permissible level of a contaminant in water which is delivered to any user of a public water system.

**G. Non-Public Water System.** A system not meeting the public water system definition. A non-public water system is subdivided into the following categories:

•**Non-Public, Non-Transient (NPNT).** A system serving less than 25 year-round residents or serving less than 25 of the same persons ADP more than 180 days per year (for example, some housing sites).

•**Non-Public, Transient (NPT).** A system serving less than 25 individuals ADP and not meeting the requirements of NPNT water system (for example, some smaller recreation sites).

**H Population Served.** The holder shall use the drinking water system classification provided by the authorized officer to determine the system class and applicable FSM Chapter 7420 and state, federal, and local regulatory requirements.

**I. Public Water System.** As defined in the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, as amended, and in the National Primary Drinking Water Regulations, 40 CFR Part 141, or by State or local regulation if more stringent.

**J. Repeat Samples.** A set of samples taken when a routine sample is total coliform-positive or when a repeat sample is total coliform-positive. Repeat samples shall be collected within 24 hours of notification of a positive result.

**K. Routine Sample.** A sample that is representative of the water throughout the distribution system, taken by properly trained personnel on a routine basis when the system is operational, used to determine the microbial quality of the water.

**L. Sanitary Survey.** As defined by applicable Federal, State, or local regulations, but generally: An onsite review performed by the State or qualified Forest Service engineer of the water source, facilities, equipment, operation, and maintenance of a public water system for the purpose of evaluating the adequacy of the source, facilities, equipment, operation, and maintenance for the purpose of ensuring the distribution of safe drinking water.

**M. Service Connection.** The structure by which drinking water is conveyed from the distribution system to the user. Examples of service connections include: an individual building (residence, crew quarters, office, or mobile home -- not including utility hose bibs stubbed from building plumbing); a building exterior drinking fountain provided for public use; an individual yard or campground hydrant; a handpump on a well.

**N. Special Sample.** A sample collected to determine the success of corrective actions. Special samples may also be taken to determine whether seasonal systems are ready to be opened, or whether disinfection practices are sufficient following pipe or tank repair or replacement. Special samples must be marked as such when sent in to the laboratory for analysis.

### **III. Requirements for Operating Federally Owned Drinking Water Systems**

**A. Compliance With Applicable Standards.** All federally owned public water systems shall comply with the requirements of Appendix F of this permit (Operation of Federally Owned Drinking Water Systems), the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; the National Primary Drinking Water Regulations (NPDWR), 40 CFR 141; the National Secondary Drinking Water Regulations (NSDWR), 40 CFR 143; any other applicable federal law; and applicable State, interstate, and local requirements, in addition to the standards stated in this document.

Federally owned **non-public** water systems shall conform to Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) which requires monthly total coliform sampling for non-public systems, among other requirements and to any federal, State, interstate, and local requirements that may apply.

**B. Classification.** All drinking water systems are classified by the Forest Service as either public water systems or non-public water systems. Public water systems shall be further classified in accordance with federal, state, or local requirements (*e.g.*, "community" or "non-community," and so on). Non-public water systems shall be further classified as NPNT or NPT. The regulatory authorities and the Forest Service are responsible for making the final determination of how a water system is classified.

**C. Certified Water System Operators.** All personnel operating and testing water systems shall be certified as required by federal, State, and local regulations. The permit holder shall provide the name of the water system operator in writing to the Forest Service and notify the authorized officer within 72 hours of a change in personnel.

**D. Initial Survey.** Sanitary surveys shall be performed and documented for a new drinking water supply source and

system before it becomes available for public use. If deficiencies are found, the Forest Supervisor shall approve a corrective action plan prepared to address the deficiencies, and the system may not be used until corrective action is completed and is demonstrated to have corrected any deficiencies.

**Subsequent Sanitary Surveys.** Sanitary surveys shall be conducted on all systems in accordance with applicable State regulations, or more frequently if there are recurring deficiencies. The Forest Service shall conduct regularly scheduled sanitary surveys and the holder shall assist the Forest Service by providing laboratory test results, locating components at the site, operating valves and equipment. However, the permit holder is responsible for coordinating with the Forest Service to ensure that additional sanitary surveys are performed as required in the event of system violations, in accordance with the required follow-up actions set forth below.

**E. Condition Surveys.** The permit holder shall coordinate with the Forest Service to ensure performance of condition surveys. Condition surveys must be performed whenever:

1. Routine bacteriological analysis indicates, and a bacteriological repeat sample confirms, that coliform bacteria exist.
2. A seasonal system is opened for the season.
3. There is a significant event or change in conditions that may affect the supply or system (e.g., a significant earthquake).

**F. Treatment and Disinfection.** Drinking water systems having surface water sources or groundwater sources under the direct influence of surface water shall be disinfected and filtered in accordance with federal, State, and local regulations. Direct influence of surface water for individual sources shall be determined by the State and/or qualified Forest Service Engineer. The determination is typically based on State criteria which may include site-specific measurements of water quality and/or documentation of source construction, characteristics and geology.

Water systems utilizing ground water sources not under the direct influence of surface water shall be disinfected if there is a history of microbiological contamination or when a condition or sanitary survey determines that microbiological contamination could occur, or as required by other applicable law.

The permit holder is responsible for ensuring that water systems are disinfected and treated as required. The permit holder is responsible for operating and monitoring any treatment and disinfection system installed by the Forest Service, and for notifying the Forest Service in the event of any treatment system malfunction.

**G. Sampling, Monitoring, and Follow-up Actions.** As indicated above. The permit holder shall institute a drinking water monitoring program according to Appendix F (Operation of Federally Owned Drinking Water Systems) NPDWR, NSDWR, and State and local regulations to monitor the level of primary and secondary contaminants in the water system and take appropriate follow-up actions.

The permit holder shall consult with the Forest Service to develop a written sample siting plan for each public and non-public water system. The siting plan should be designed to ensure that the system is routinely sampled at varied representative locations and that contamination in any portion of the distribution system is eventually detected.

Testing laboratories must be EPA and/or State approved. Samples shall be collected and handled in compliance with laboratory requirements. The Forest Service authorized officer shall approve of the manner in which the laboratory notifies the permit holder of violations. The Forest Service requires that the laboratory notify the authorized officer of violations directly. The holder is responsible for providing the name and address of the authorized officer to ensure the laboratory sends copies of samples results that indicate violation to the Forest Service. The laboratory should be able to report results immediately if a test result is total or fecal coliform positive.

The Forest Service imposes additional sampling, monitoring, and follow-up actions, set forth below, per the requirements of FSM Chapter 7420 and Appendix F (Operation of Federally Owned Drinking Water Systems).

1. **(a) Routine Sampling for All Systems.** The permit holder shall perform microbiological testing for total coliform bacteria at a minimum of one routine sample per month for every full or partial calendar month of operation, for all systems. Each handpump should be considered a separate water system.

Microbiological sampling shall be conducted every month. Samples should be taken at approximately 30-day



intervals. Samples shall be taken early in the month to allow sufficient time for follow-up samples to be taken. A higher frequency of routine sampling may be required for public water systems by NPDWR and State regulation.

The permit holder shall notify and consult with the Forest Service within 24 hours or on the next business day after notification by the laboratory of a sample that tests positive for microbiological contamination. The permit holder shall notify and consult with the Forest Service within 48 hours of notification of a MCL violation or an acute violation.

**(b) Special Samples for All Systems.** At least one special sample shall be taken and shall test total coliform negative before that system may be opened. Special samples do not count in determining MCL violations or in meeting the monthly sampling requirements.

**(c) Microbiological Contaminant Monitoring for Non-Public Water Systems.** The permit holder shall monitor non-public water systems for microbial contamination in the same manner as is required in the Forest Service Manual Chapter 7420 for non-community public systems and any federal, State, and local regulations (except for reporting to the regulatory agency). In addition to federal and State requirements, the permit holder shall take the appropriate follow-up actions as described in **Exhibit 1** of this document whenever a routine sample tests total coliform positive.

**2. Disinfectant Residuals Monitoring for All Systems.** The permit holder shall perform residual disinfectant monitoring in accordance with federal, State, and local regulations for all public systems requiring disinfection, and shall monitor and take follow-up action for non-public systems requiring disinfection in the same manner (except for reporting to regulatory agencies).

**3. Turbidity Monitoring.** The permit holder shall perform turbidity monitoring and follow-up in compliance with federal, State, and local regulations for all public systems, and also for non-public systems using surface water sources ground water sources determined to be under the direct influence of surface water, and for any systems designated by the State.

**4. Additional Monitoring of Primary and Secondary Contaminants, Regulated and Unregulated Organic and Inorganic Chemicals, and Other Contaminants.** All public water systems are required to be monitored for primary and secondary contaminants in accordance with the NPDWR, NSDWR, and applicable State and local regulations. Comply with federal, State, and local monitoring schedules for all contaminants in public systems.

Additionally, the permit holder shall perform one baseline sampling, as a minimum, for the primary and secondary contaminants shown in **Exhibit 2** of this document on all non-public systems and public transient non-community systems. For new systems, conduct the sampling and analyses before opening the system. If the one-time test results exceed the MCL established for public systems, perform follow-up monitoring and take action in accordance with the regulations applicable to public water systems (except for reporting to the regulatory agency).

**5. Radioactivity.** At a minimum, perform radionuclide monitoring on public community and public non-transient, non-community water systems in accordance with the federal, State, and local standards.

**H. Record-Keeping.** The permit holder shall establish a permanent file for each drinking water system including all test results, corrective actions taken, documentation that the state and Forest service were notified within 48 hours of a known violation, and annual condition surveys. The permit holder shall maintain original documents of records as required by 40 CFR 141.33 and applicable State and local regulations. The permit holder shall maintain original documents of records pertaining to additional requirements imposed by the Forest Service for public and non-public water systems in a comparable fashion.

The permit holder shall forward copies of microbiological test results for federally owned water systems to the Forest Service by the 15<sup>th</sup> of the month following the sampling date. Copies of other required records for federally owned systems shall be forwarded annually to the Forest Service within 15 days of the end of the operating season for seasonal sites or within 15 days of the end of the calendar year for year-round operations. The holder shall surrender all records for a federally owned system to the Forest Service upon permit termination or revocation.

**I. Infeasibility.** Where compliance with any applicable standard is physically infeasible, such as in certain wilderness areas, cross-country trails, or roadside springs, in addition to coordinating with the Forest Service to secure any necessary variances or exemptions to ensure compliance with the law, the holder shall keep such water sources in an undeveloped condition indicating the water source is unprotected. When providing the public with information about these water sources through trail guides, brochures, maps, etc., the permit holder shall include a warning statement as to potability of undeveloped water sources. Undeveloped water sources shall not be identified on such information in a way that may mislead users into believing the water is protected and safe. The permit holder shall take any additional measures to protect the public as are required by Federal, State, or local law with regard to such water sources.

**J. Range and Wildlife Water Systems.** The requirements stated herein should not be applied to range or wildlife water systems if their design and construction features clearly indicate that they are not for human use. However, if range or wildlife water systems are an integral part of a drinking water system, such integral parts shall meet the requirements for drinking water. The Forest Service and/or State shall make the final determination of which water systems must be treated as water systems that supply water for human consumption.

**K. Hoses and Similar Equipment.** Hoses that convey drinking water shall have a smooth interior surface made of food-grade standard materials. The permit holder shall keep pumps, hoses, fittings, valves, and similar equipment in a manner which prevents contamination, and shall keep them closed or capped when not in use.

### **Exhibit 1**

#### Follow-up Actions for Microbiological Sampling

**A. Public Systems.** Whenever a routine sample result is total coliform-positive, take follow-up action as required by federal, State, and local regulation, but at a minimum take a set of four repeat samples within 24 hours of notification by the lab. Take the samples at locations as directed by law, in accordance with the sample siting plan, and as follows:

1. One at the same tap where the contamination occurred.
2. One at a downstream tap.
3. One at an upstream tap.
4. One within five service connections of the original sample.

If a system has only one service connection (such as a handpump), sample according to applicable law, but at a minimum collect a single 400 milliliter sample.

In addition, take follow-up action as indicated in the chart and instructions below within 24 hours, based on the results of repeat sampling.

For any routine sample that is total coliform-positive, perform a minimum of five routine samples during the next month the system is open.

**B. Non-Public Systems.** Whenever a routine sample result is total coliform positive, take one repeat sample within 24 hours of notification of the result.

In addition, take follow-up action as indicated in the chart and instructions below within 24 hours, based on the results of repeat sampling.

**C. All Systems.** Temporary closure of a water system for the purpose of performing corrective action or seasonal closure does not relieve the responsibility for compliance with repeat sampling, additional routine sampling, reporting to EPA or the State, and public notification as set forth in the federal, State, and local regulations.

At sites with water-carried sewage systems, if follow-up action is to close the system, the toilet supply may be left open if all points of drinking, including sinks and showers, can be isolated and shut off. Otherwise, shut off the entire system.

In the case of a waterborne disease outbreak at a federally owned water system, close the system, contact the Forest Service and the State for special provisions for public notification and monitoring, and take whatever additional measures the law requires.

### Follow-up Actions for Microbiological Sampling

Based on the results of the repeat sampling, initiate the appropriate follow-up actions within 24 hours:

SAMPLE RESULT				
ROUTINE SAMPLE	REPEAT SAMPLE	MCL VIOLATION	ACUTE VIOLATION	FOLLOW-UP ACTION
TC-	None	No	No	None. Quality Satisfactory.
TC+ FC-/EC-	TC-	No	No	Public systems must have five routine samples taken the next month the system is open.
TC+ FC-/EC-	TC+ FC-/EC-	Yes	No	See Action 1 (below).
TC+ FC-/EC-	TC+ FC+/EC+	Yes	Yes	See Action 2.
TC+ FC+/EC-	TC-	No	No	Public systems must have five routine samples taken the next month the system is open.
TC+ FC+/EC+	TC+ FC-/EC-	Yes	Yes	See Action 2.
TC+ FC+/EC+	TC+ FC+/EC+	Yes	Yes	See Action 2.
Confluent Growth	See Action 3	No	No	See Action 3.

TC = Total Coliform

EC = E. Coli

FC = Fecal Coliform

- = Negative test results

+ = Positive test results

#### **ACTION 1: MCL VIOLATION**

**A. All Systems.** Search for the source of the contamination by having a condition survey done. Take corrective action when the source of contamination is found. Take daily special samples until two consecutive special samples are TC negative. If three samples are TC positive, close the system. Open the system only after the problem has been corrected and two consecutive daily special samples are TC negative.

Notify users according to appropriate State or NPDWR notification procedures including: posting, hand delivery, or media (newspaper, radio, or television), depending on the classification of the system and corresponding State direction. For non-public systems where State or EPA regulations have not established public notification procedures, notify users as soon as possible but always within 14 days by posting signs at the facility, visitor information site, etc. For systems serving residential populations, make notification by letter, in addition to posting signs.

**B. Public Systems.** Notify, consult, and coordinate with the State within the time period required by law after notification of the positive result. Take five routine samples the next month the system is open.

#### **ACTION 2: ACUTE VIOLATION**

**A. All systems.** Close the water system. At sites with water-carried sewage systems, the toilet supply may be left open if all points of drinking, including showers and sinks, can be isolated and shut off. Otherwise, shut off the entire system. Search for the source of contamination by having a condition survey done. Take corrective action when the source is found. Open the system only after the problem has been corrected and two consecutive daily special samples are TC negative.

Notify users according to appropriate State or NPDWR notification procedures including: posting, hand delivery, or media (newspaper, radio or television), depending on the classification of the system and corresponding State direction. For non-public systems where State or EPA regulations have not established public notification procedures, notify users as soon as possible but always within 72 hours by posting signs at the facility, visitor information site, etc. For systems serving residential populations, make notification by letter, in addition to posting signs.

**B. Public Systems.** Notify, consult, and coordinate with the State within the time period required by law after notification of the positive result. Take five routine samples the next month the system is open.

**ACTION 3: CONFLUENT GROWTH.** Take another routine sample at the same location within 24 hours of being notified of the result. If the second sample has confluent growth, search for the cause and correct it. Continue sampling until a valid sample is obtained. If the valid sample is TC positive, take follow-up actions as required by law and as outlined above.

## **Exhibit 2**

### Primary and Secondary Contaminants

PRIMARY CONTAMINANTS	SECONDARY CONTAMINANTS
Arsenic	Aluminum
Barium	Chloride
Cadmium	Color
Chromium	Copper
Fluoride	Foaming Agents (Surfactants)
Lead	Iron
Mercury	Manganese
Nitrate	Odor
Nitrite	pH
Selenium	Silver
Sodium	Sulfate
	Total Dissolved Solids
	Zinc

Whenever the maximum contaminant is exceeded, analyze a repeat sample for confirmation of the test results. Judge the acceptability of the water quality using the MCLs established in the NPDWR and NSDWR. These MCLs shall apply to both public and non-public systems.

For both public and non-public systems serving residential populations, correct any deficiency in water quality that would result in noncompliance with federal, State, and local regulations for public water systems. Report any system with a contaminant in excess of established MCLs to the Forest Service for review on a case-by-case basis.

For public systems, send sampling results to the State and follow the applicable public notification requirements if there is an MCL violation. For non-public water systems, follow the public notification requirements applicable to public non-community systems if contaminants exceed the MCL levels.

## **Appendix 5**

### **Forest Orders**

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST**

**ORDER NO. 14-01-10  
“LAUREL RIVER LAKE”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a), **the following prohibitions apply** to “LAUREL RIVER LAKE” located on the London Ranger District within the Daniel Boone National Forest. The area in question is depicted on the [attached map](#).

**Going into or being upon areas which have been closed for the protection of threatened and/or endangered, rare, unique, or vanishing species of plants, animals, birds or fish.**

These protected areas are designated on the ground or water by entry prohibited signs or buoys and are further identified on the [attached map](#). **261.53(a)**

The above prohibited act is set forth in Title 36 C.F.R., Section 261.53.

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibition:

Any Federal, State or Local Officer, or member of an organized rescue or firefighting force engaged in the performance of an official duty.

Any authorized person engaged in official administrative duties regarding National Forest.

Persons with a permit specifically authorizing the otherwise prohibited act or omission.

Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

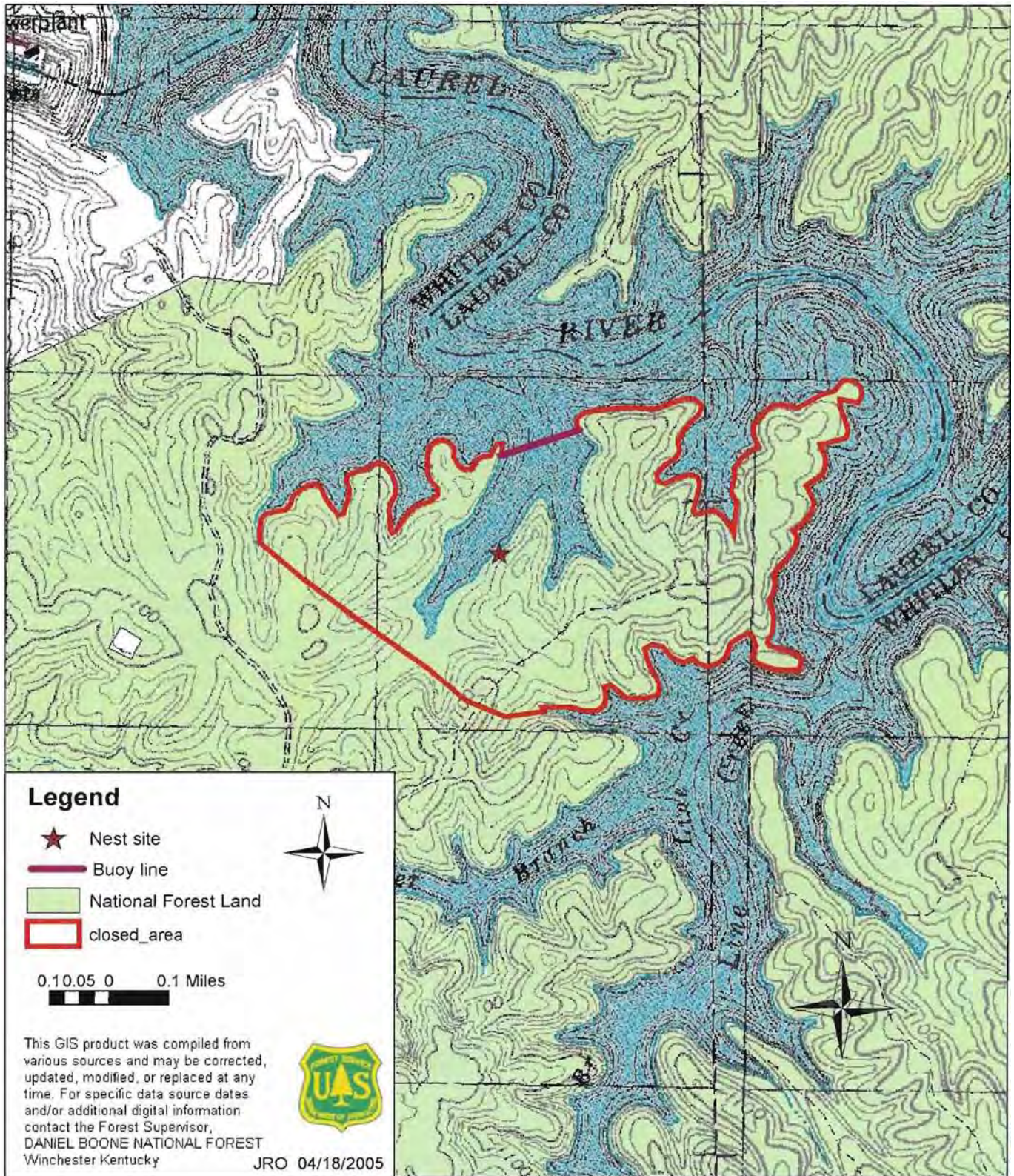
/s/ Frank R. Beum

FRANK R. BEUM  
Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibition set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.







**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST**

**ORDER NO. 14-02-10  
“BEE ROCK RECREATION AREA”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a), **the following prohibitions apply to “BEE ROCK RECREATION AREA”** located within the Daniel Boone National Forest. The area in question is shown on the [attached map](#). (Bee Rock Recreation Area map)

**Camping or maintaining any campsite or campsites within Bee Rock Recreation Area for more than 14 consecutive days. 261.58(a)**

The above prohibited acts are set forth in Title 36 C.F.R., Section 261.58.

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibitions:

Any Federal, State, or local Officer or member of an organized rescue or firefighting force engaged in the performance of an official duty.

Any authorized person engaged in official administrative duties regarding National Forest Administration.

Persons with a permit specifically authorizing the otherwise prohibited act or omission.

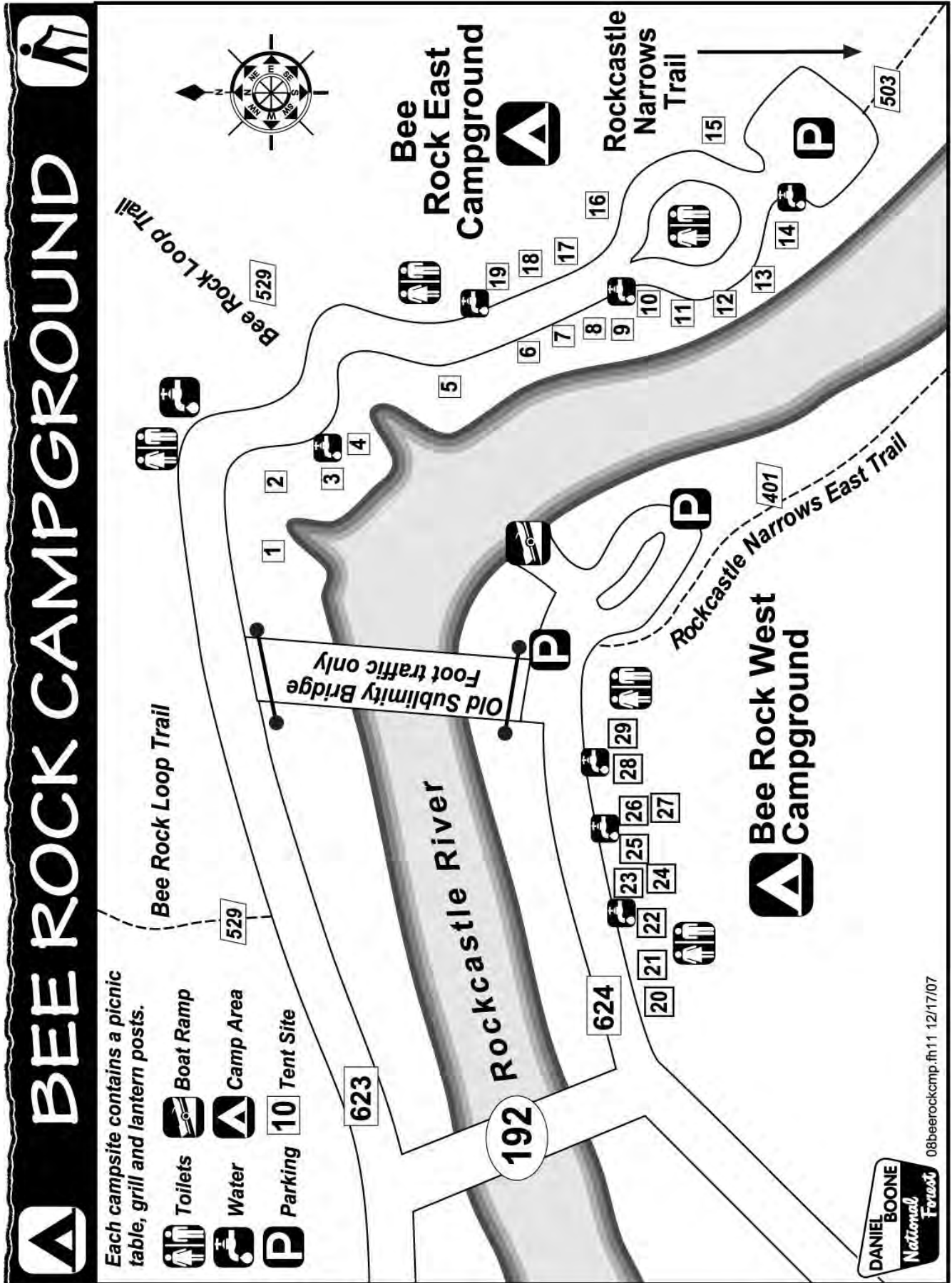
Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

/s/ Frank R. Beum

FRANK R. BEUM  
Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibitions set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.



**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST**

**ORDER NO. 14-03-10  
“LAUREL RIVER”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a), **the following prohibitions apply to “A Portion of Upper Lake Cumberland, between the Mouth of Laurel Boat Ramp and the U.S. Army Corps of Engineers”** located within the Daniel Boone National Forest. The area in question is shown on the [attached map](#).

- 1. Camping within 300 feet of the high water line** of a portion of Upper Lake Cumberland, specifically that part of Upper Lake Cumberland located from the Mouth of Laurel Boat Ramp upstream on the Laurel River to the administrative boundary between the USDA Forest Service and the US Army Corps of Engineers. **261.58(e)**
- 2. Camping within 300 feet of the Sheltowee Trace National Recreation Trail (NRT-100)** on the section from the Mouth of Laurel Boat Ramp to the administrative boundary between the USDA Forest Service and the US Army Corps of Engineers. **261.58(e)**

The above prohibited acts are set forth in Title 36 C.F.R., Section 261.58.

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibitions:

Any Federal, State, or local Officer or member of an organized rescue or firefighting force engaged in the performance of an official duty.

Any authorized person engaged in official administrative duties regarding National Forest Administration.

Persons with a permit specifically authorizing the otherwise prohibited act or omission.

Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

/s/ Frank R. Beum

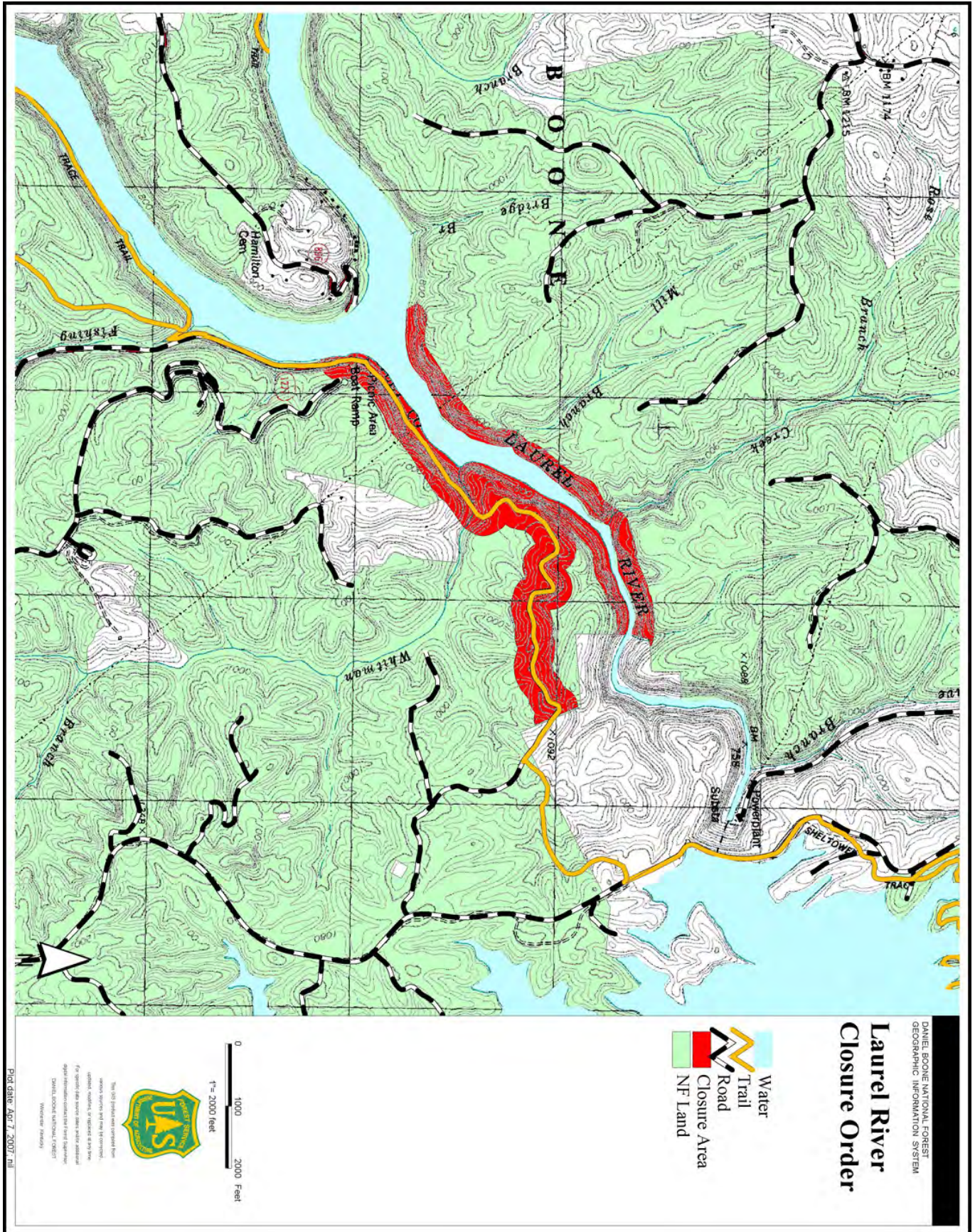
FRANK R. BEUM

Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibitions set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.







**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST**

**ORDER NO. 14-04-10  
“BEE ROCK OVERLOOK”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a), **the following prohibitions apply to “BEE ROCK OVERLOOK”** located on the London Ranger District within the Daniel Boone National Forest. The area in question is depicted on the [attached map](#).

**Climbing, repelling or otherwise attempting to ascend or descend from cliffs, arches or other rock formations. 261.53(e)**

The above prohibited acts are set forth in Title 36 C.F.R., Section 261.53.

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibition:

Any Federal, State or Local Officer, or member of an organized rescue or firefighting force engaged in the performance of an official duty.

Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

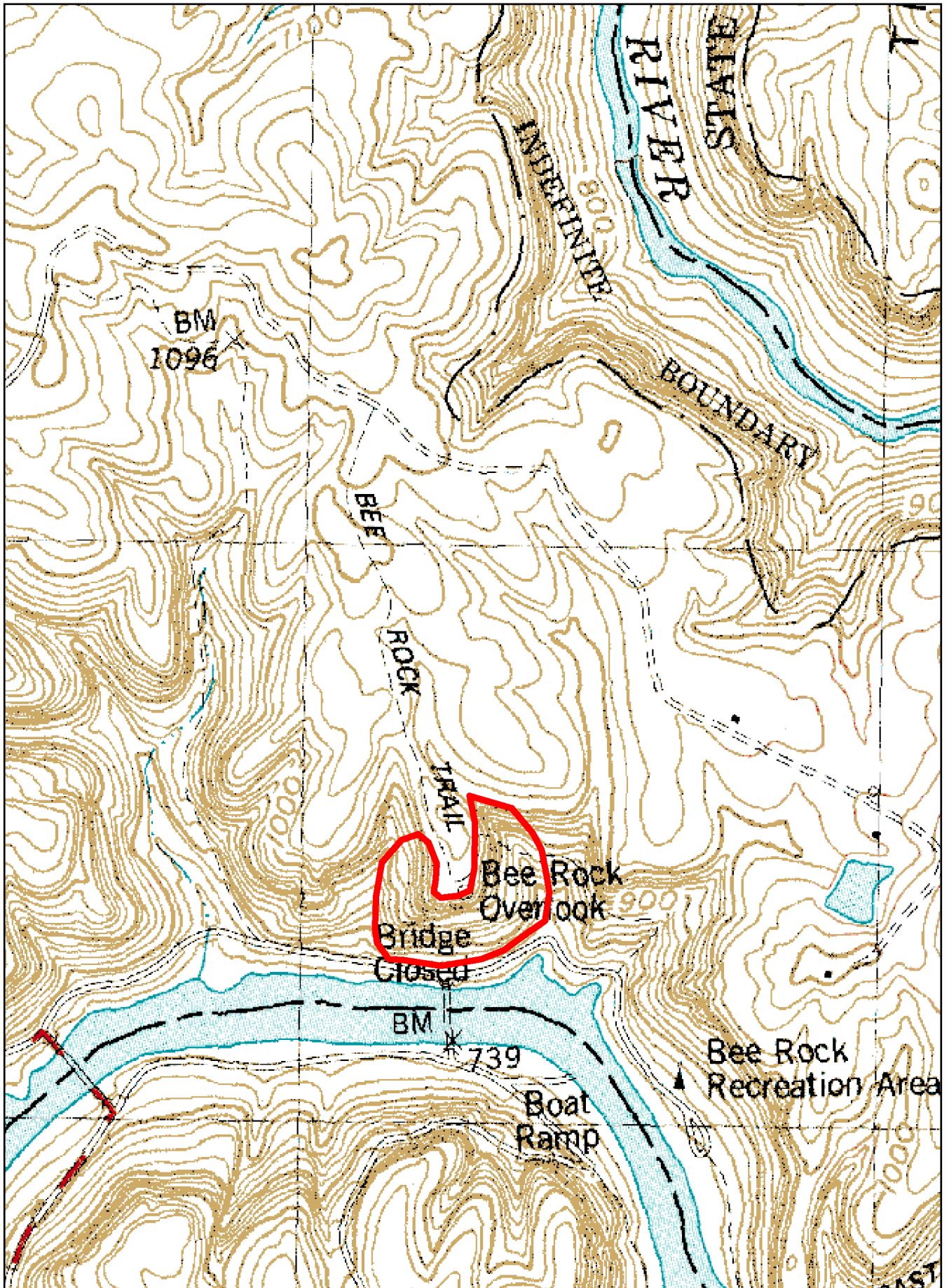
/s/ Frank R. Beum

FRANK R. BEUM  
Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibitions set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization or imprisonment for not more than six (6) months or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.





**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST**

**ORDER NO. DB-01-10  
FOREST-WIDE CLOSURE  
“OPERATING VEHICLES OFF DESIGNATED ROADS AND TRAILS”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a, b), **the following prohibitions apply** to all areas within the Daniel Boone National Forest. **“OPERATING A MOTOR VEHICLE OFF OF NATIONAL FOREST SYSTEM ROADS AND TRAILS.”** The area in question is 707,763 acres in size located in 21 eastern Kentucky counties. The area in question is shown on the [attached map](#).

1. **Possessing or use of a motor vehicle off designated National Forest System roads. 261.56**
2. **Possessing or use of a motor vehicle off designated National Forest System trails. 261.55(d)**

The above prohibited acts are set forth in Title 36 C.F.R. Sections 261.55 and 261.56

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibitions:

Any Federal, State or Local Officer, or member of an organized rescue or firefighting force engaged in the performance of an official duty

Any person with a permit specifically authorizing the act and or engaged in official administrative duties regarding National Forest Administration.

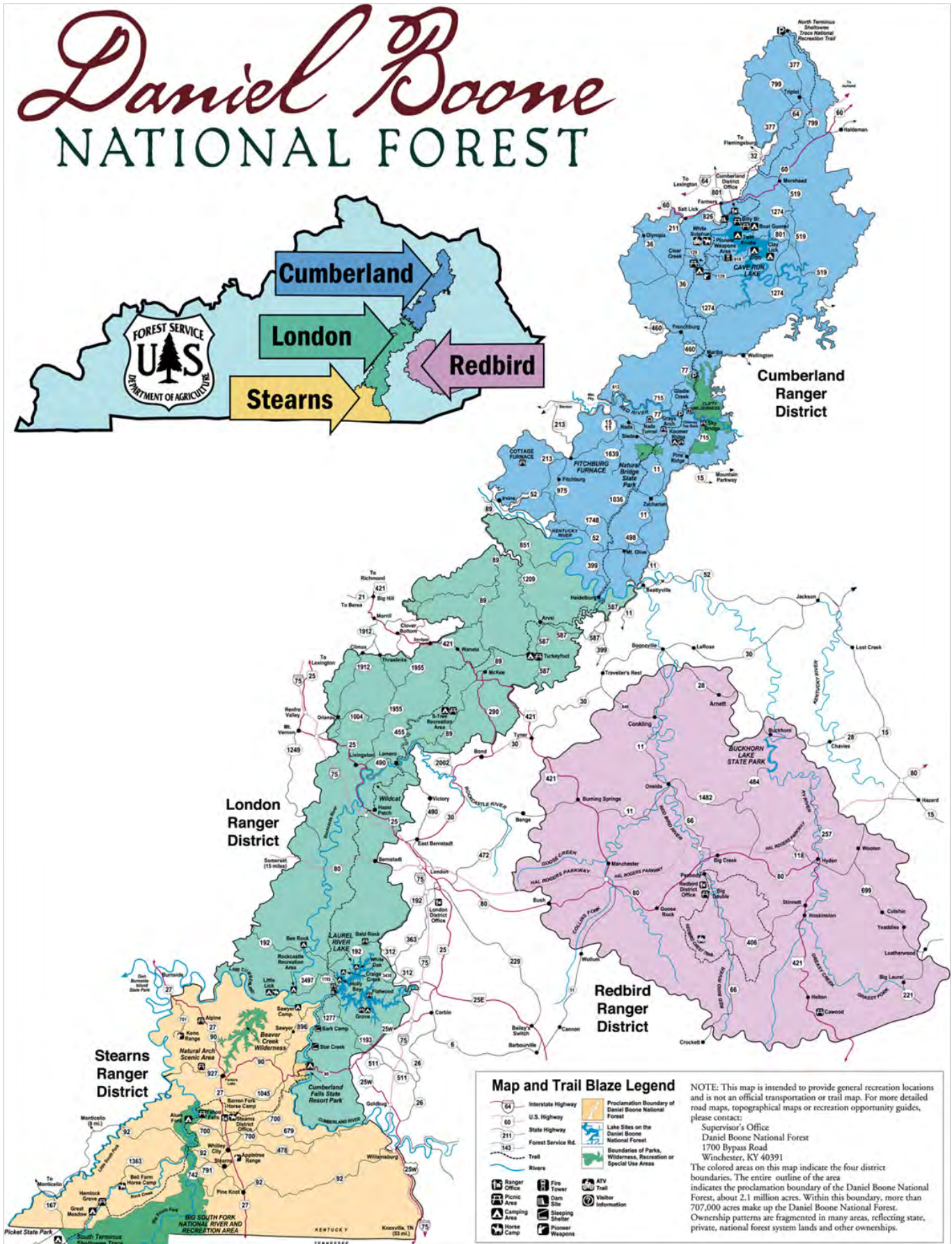
Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

/s/ Frank R. Beum  
FRANK R. BEUM  
Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibitions set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.







# Daniel Boone NATIONAL FOREST



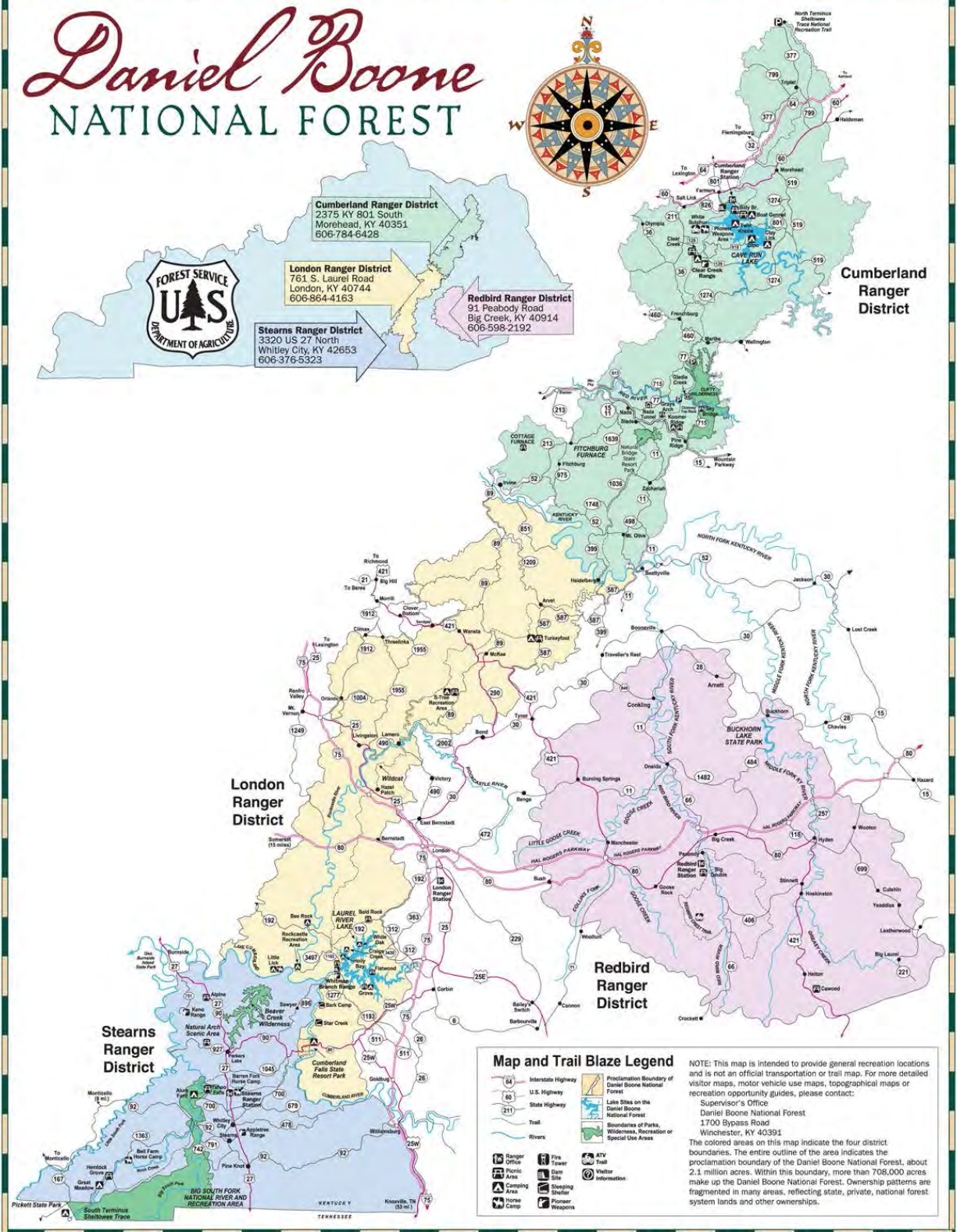
**Cumberland Ranger District**  
2375 KY 801 South  
Morehead, KY 40351  
606-784-6425

**London Ranger District**  
761 S. Laurel Road  
London, KY 40344  
606-864-4163

**Stearns Ranger District**  
3320 US 27 North  
Whitley City, KY 42653  
606-376-5323

**Redbird Ranger District**  
91 Peabody Road  
Big Creek, KY 40914  
606-598-2192

**Cumberland  
Ranger District**



ORDER NO. DB-01-13

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST**

**ORDER NO. DB-02-10  
FOREST-WIDE CLOSURE  
“FISHING DERBIES AND FESTIVALS”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a), **the following prohibitions** apply to all areas within the Daniel Boone National Forest. The area in question is 707,763 acres in size located in 21 eastern Kentucky counties. The area in question is shown on the [attached map](#).

**Fishing 261.58(v)**

This closure applies exclusively to areas where FISHING DERBIES and/or FESTIVALS are being held. The Order is established to regulate any and all streams, ponds or other water impoundments located on National Forest lands. **261.58(v)**

**NOTE:** The visiting public will be adequately notified of the dates and locations of closed site by way of newspaper articles, maps, signs and/or posters which will establish the dates, times and boundaries of the individual closures.

The above prohibited act is set forth in Title 36 C.F.R. Sections 261.58.

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibitions:

Registered participants, when accompanied by an adult, and in full compliance with the guidelines set forth for the particular site during the established time frame.

Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

/s/ Frank R. Beum

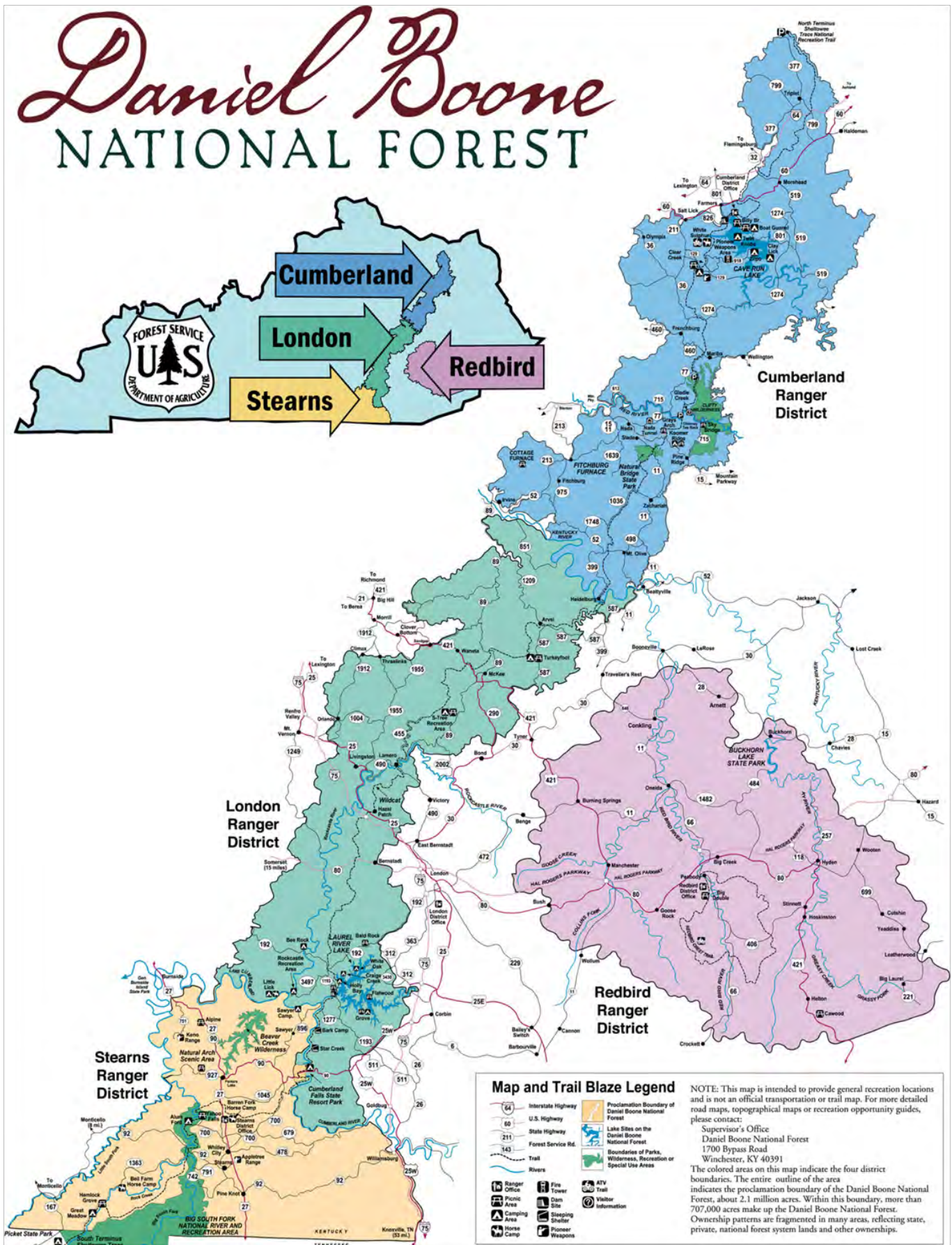
FRANK R. BEUM

Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibition set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.







**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**FOREST SERVICE**  
**DANIEL BOONE NATIONAL FOREST**  
**ORDER NO. DB-02-11**  
**FOREST-WIDE CLOSURE**  
**"ROCK SHELTERS"**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a), the following acts and omissions are **prohibited** within the Daniel Boone National Forest. The area in question is 707,763 acres in size located in 21 eastern Kentucky counties. The area in question is depicted on the attached map.

- 1. Camping within 100 feet of the base of any cliff, or back of any rock shelter. 261.58(e)**
- 2. Building, maintaining, attending or using a fire, campfire or stove within 100 feet of the base of any cliff, or the back of a rock shelter. 261.52(a)**

The above prohibited acts are set forth in Title 36 C.F.R., Section 261.52, 261.53, and 261.58.

Pursuant to 36 C.F.R. 261.50(e) the following persons are exempt from the above Prohibition:

Any Federal, State or Local Officer, or member of an organized rescue or firefighting force engaged in the performance of an official duty.

Prepared at Winchester, KY,  
this 27th day of May, 2011

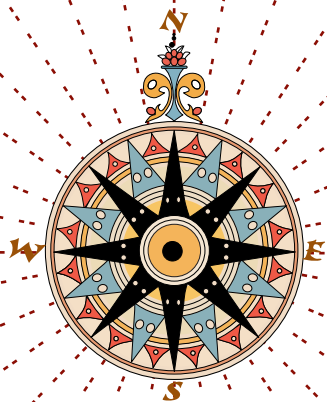
/s/ Frank R. Beum

FRANK R. BEUM

Forest Supervisor, DBNF

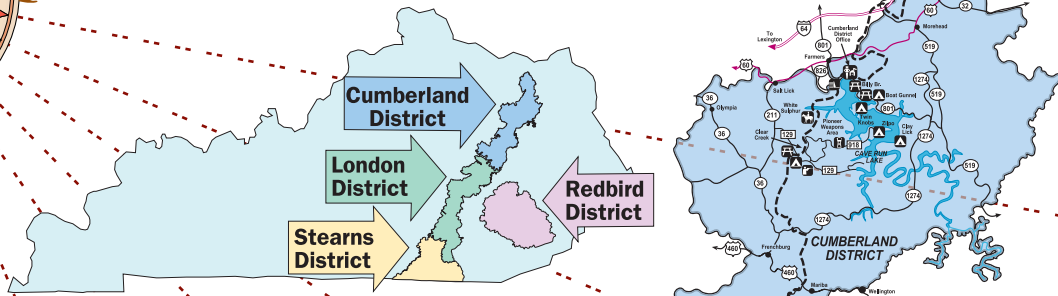
ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE

Violations of the above prohibitions set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.

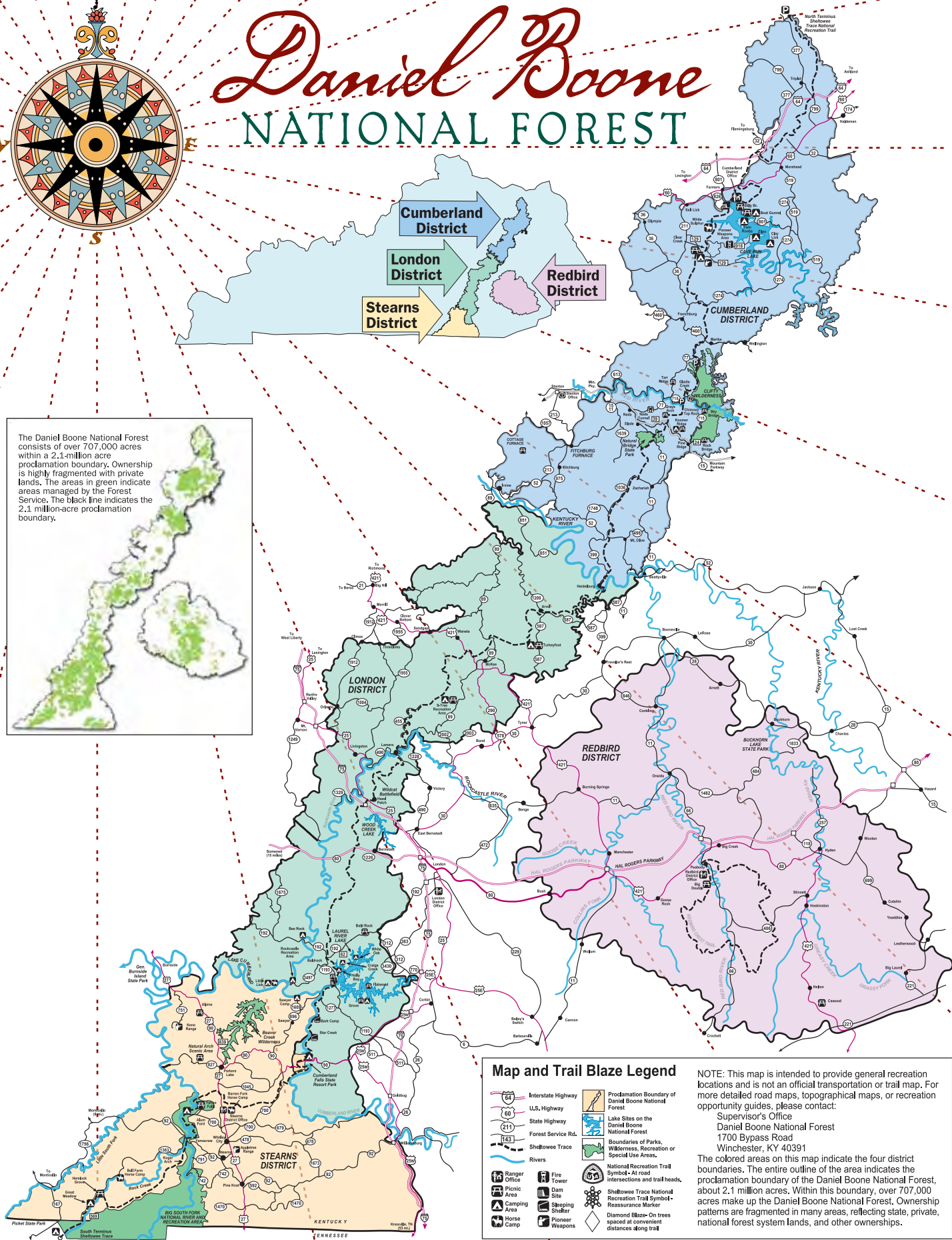
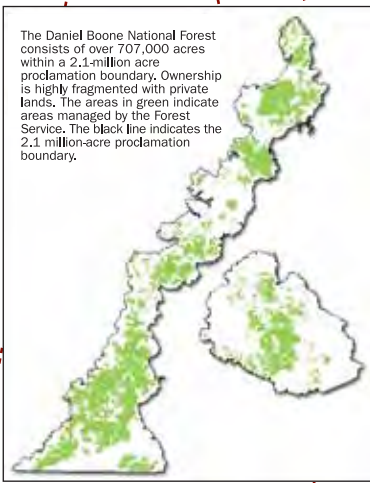


# Daniel Boone

## NATIONAL FOREST



The Daniel Boone National Forest consists of over 707,000 acres within a 2.1-million acre proclamation boundary. Ownership is highly fragmented with private lands. The areas in green indicate areas managed by the Forest Service. The black line indicates the 2.1 million-acre proclamation boundary.



### Map and Trail Blaze Legend

- Interstate Highway
- U.S. Highway
- State Highway
- Forest Service Rd.
- Sheltowee Trace
- Rivers
- Ranger Office
- Picnic Area
- Camping Area
- Horse Camp
- Proclamation Boundary of Daniel Boone National Forest
- Lake Sites on the National Forest
- Boundaries of Parks, Wilderness, Recreation or Special Use Areas.
- National Recreation Trail Symbol - At road intersections and trail heads.
- Sheltowee Trace National Recreation Trail Symbol - Assurance Marker
- Diamond Blaze-On trees spaced at convenient distances along trail
- Fire Tower
- Dam Site
- Shooting Shelter
- Pioneer Weapons

NOTE: This map is intended to provide general recreation locations and is not an official transportation or trail map. For more detailed road maps, topographical maps, or recreation opportunity guides, please contact:  
 Supervisor's Office  
 Daniel Boone National Forest  
 1700 Bypass Road  
 Winchester, KY 40391

The colored areas on this map indicate the four district boundaries. The entire outline of the area indicates the proclamation boundary of the Daniel Boone National Forest, about 2.1 million acres. Within this boundary, over 707,000 acres make up the Daniel Boone National Forest. Ownership patterns are fragmented in many areas, reflecting state, private, national forest system lands, and other ownerships.

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST**

**ORDER NO. DB-03-10  
FOREST-WIDE CLOSURE  
“ANIMALS UNRESTRAINED”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a), **the following prohibitions** apply to all areas within the Daniel Boone National Forest. The area in question is 707,763 acres in size located in 21 eastern Kentucky counties. The area in question is shown on the [attached map](#).

**Allowing dogs or any other animals to remain unrestrained on National Forest lands after being directed by a Forest Service Officer to physically restrain the animal in question. 261.53(e)**

**NOTE:** The prohibition listed above is necessary to maintain public safety.

The above prohibited act is set forth in Title 36 C.F.R. Sections 261.53.

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibitions:

NONE

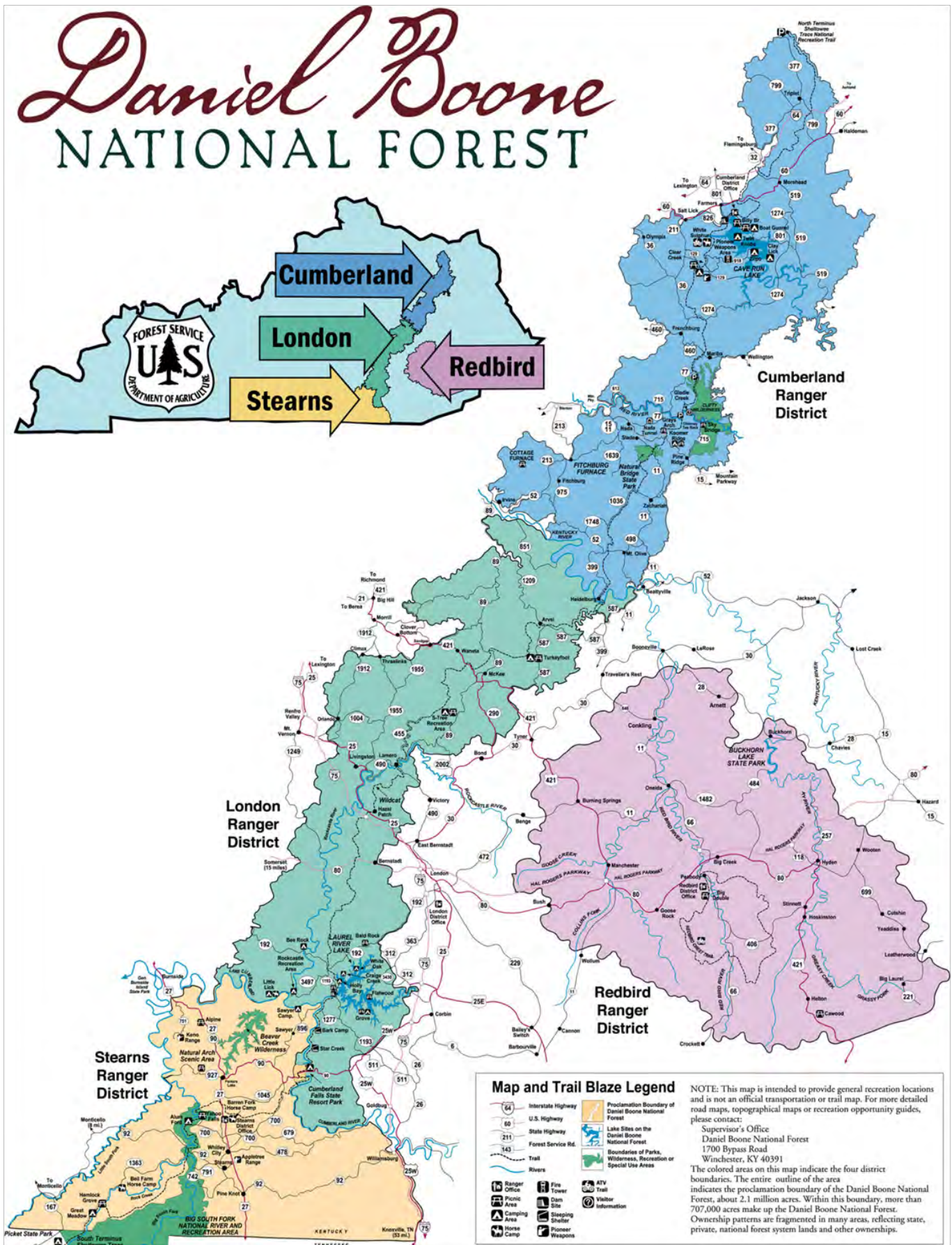
Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

/s/ Frank R. Beum  
FRANK R. BEUM  
Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibition set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.





UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST

**ORDER NO. DB-04-10**  
**FOREST-WIDE CLOSURE**  
**“ROAD AND TRAIL CLOSURE”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (b), it is hereby ordered that **motorized vehicles may not be operated on Forest Development Roads and Trails** or segments thereof. This prohibition applies to all areas within the Daniel Boone National Forest. The area in question is 707,763 acres in size located in 21 eastern Kentucky counties. The area in question is shown on the [attached map](#).

*NATIONAL FOREST SYSTEM ROADS*

National Forest System Roads are closed to motorized vehicle use when blocked by a gate, sign, earthen mound or physical barrier erected to restrict motorized vehicular travel. **261.54(a)**

*NATIONAL FOREST SYSTEM TRAILS*

National Forest System Trails are closed to motorized vehicle use when blocked by a gate, sign, earthen mound or physical barrier erected to restrict motorized vehicular travel. **261.55(a)**

The above prohibited act is set forth in Title 36 C.F.R. Sections 261.54 and 261.55

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibitions:

Any Federal, State or Local Officer, or member of an organized rescue or firefighting force engaged in the performance of an official duty.

Any authorized person engaged in official administrative duties regarding National Forest Administration.

Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

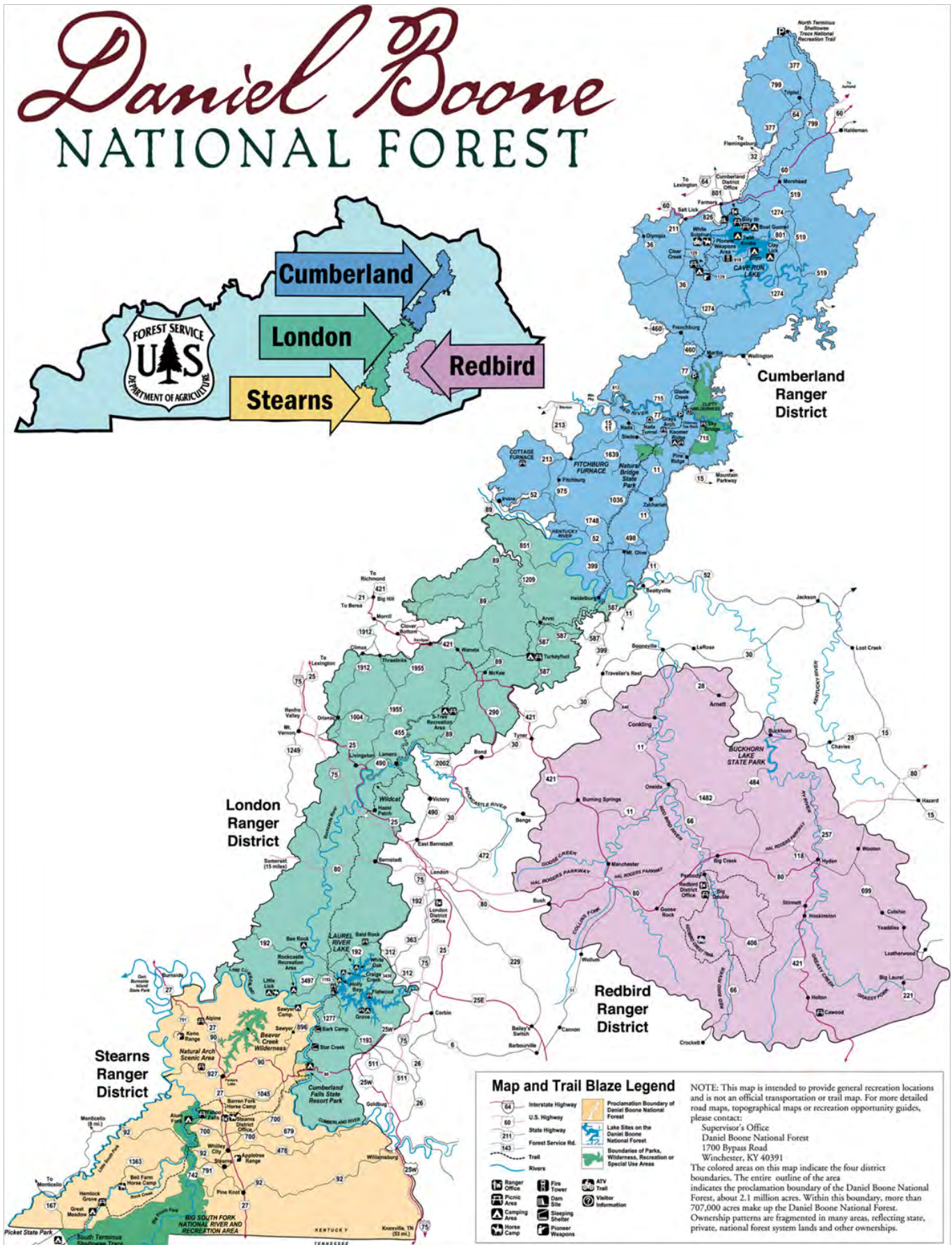
/s/ Frank R. Beum

FRANK R. BEUM  
Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibition set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.







**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST**

**ORDER NO. DB-05-10  
FOREST-WIDE CLOSURE  
“USE OF WATERCRAFT”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a), it is hereby ordered that the **following acts and omissions are prohibited** within the Daniel Boone National Forest. The area in question is 707,763 acres in size located in 21 eastern Kentucky counties. The area in question is shown on the [attached map](#).

**Operating any watercraft on impoundments or waterways administered by the Daniel Boone National Forest in violation of rules, regulations or laws established by the Commonwealth of Kentucky to regulate said watercraft. 261.53(e)**

The above prohibited act is set forth in Title 36 C.F.R. Sections 261.53

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibitions:

Any Federal, State or Local Officer, or member of an organized rescue or firefighting force engaged in the performance of an official duty.

Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

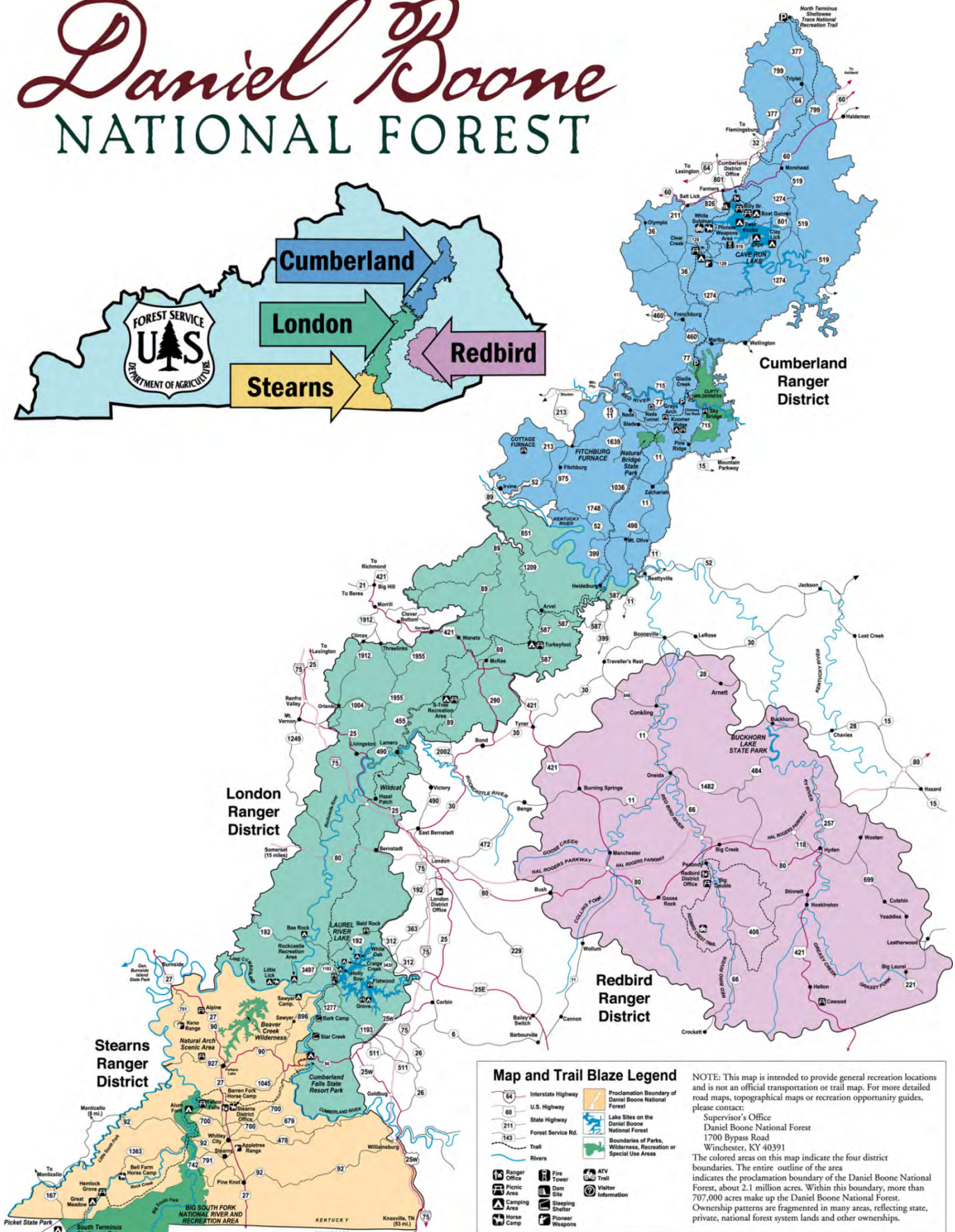
/s/ Frank R. Beum

FRANK R. BEUM  
Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibition set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.

# Daniel Boone NATIONAL FOREST



**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST**

**ORDER NO. DB-06-10  
FOREST-WIDE CLOSURE  
“ALCOHOL BEVERAGES AND CANNABIS PLANTS”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a,b), it is hereby ordered that **the following acts and omissions are prohibited** within the Daniel Boone National Forest. The area in question is 707,763 acres in size located in 21 eastern Kentucky counties. The area in question is shown on the [attached map](#).

1. **Possessing, storing or transporting cannabis plant or plants or any substance derived from the manufacturing of cannabis plant or plants. 261.58(t)**
2. **Possessing or consuming an alcoholic beverage in violation of any Commonwealth of Kentucky law is prohibited. 261.58(bb)**

The above prohibited acts are set forth in Title 36 C.F.R. Sections 261.58

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibitions:

Any Federal, State or Local Officer, or member of an organized rescue or firefighting force engaged in the performance of an official duty.

Any authorized person engaged in official administrative duties regarding National Forest Administration.

Any person obtaining substance pursuant to a valid prescription from a practitioner acting in the course of his/her professional practice.

Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

/s/ Frank R. Beum

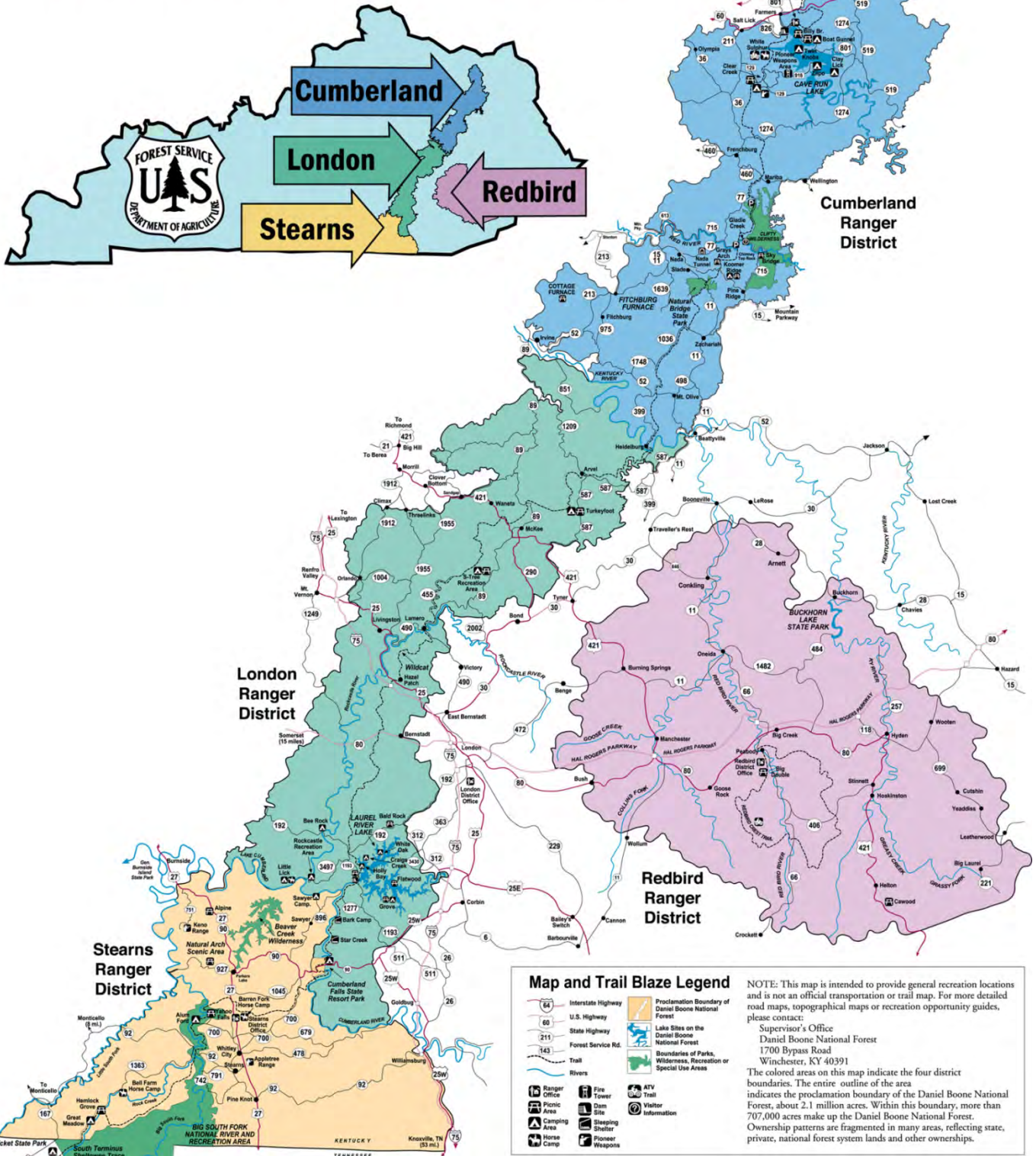
FRANK R. BEUM  
Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibitions set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.



# Daniel Boone NATIONAL FOREST



UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST

**ORDER NO. DB-07-10**  
**FOREST-WIDE CLOSURE**  
**“CAVE RUN LAKE, LAUREL LAKE AND CUMBERLAND LAKE”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a), **the following prohibitions** apply to “CAVE RUN LAKE, LAUREL LAKE AND CUMBERLAND LAKE” located within the Daniel Boone National Forest. The area in question is shown on the [attached map](#).

1. Camping within 300 feet of the waters edge of Cave Run or Laurel Lake except at sites designated for camping. **261.58(e)**
2. Camping within 300 feet of any Road or Trail leading to the waters edge of Cave Run Lake or Laurel Lake except at sites designated for camping. **261.58(e)**
3. Swimming or sun bathing within 100 feet of any boat launching ramp or courtesy boat dock. **261.58(k)**
4. Fishing from any boat ramp or courtesy dock. **261.58(v)**
5. Storing or leaving a watercraft unattended overnight at a location not designated for overnight boat storage. **261.58(p)**
6. Launching a motor boat at a site not designated for boat launching. **261.58(r)**
7. Using steel drums or barrels as floating devices. **261.58(k)**

The above prohibited acts are set forth in Title 36 C.F.R. Sections 261.58.

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibitions:

Any Federal, State, or local Officer or member of an organized rescue or firefighting force engaged in the performance of an official duty.

Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

/s/ Frank R. Beum

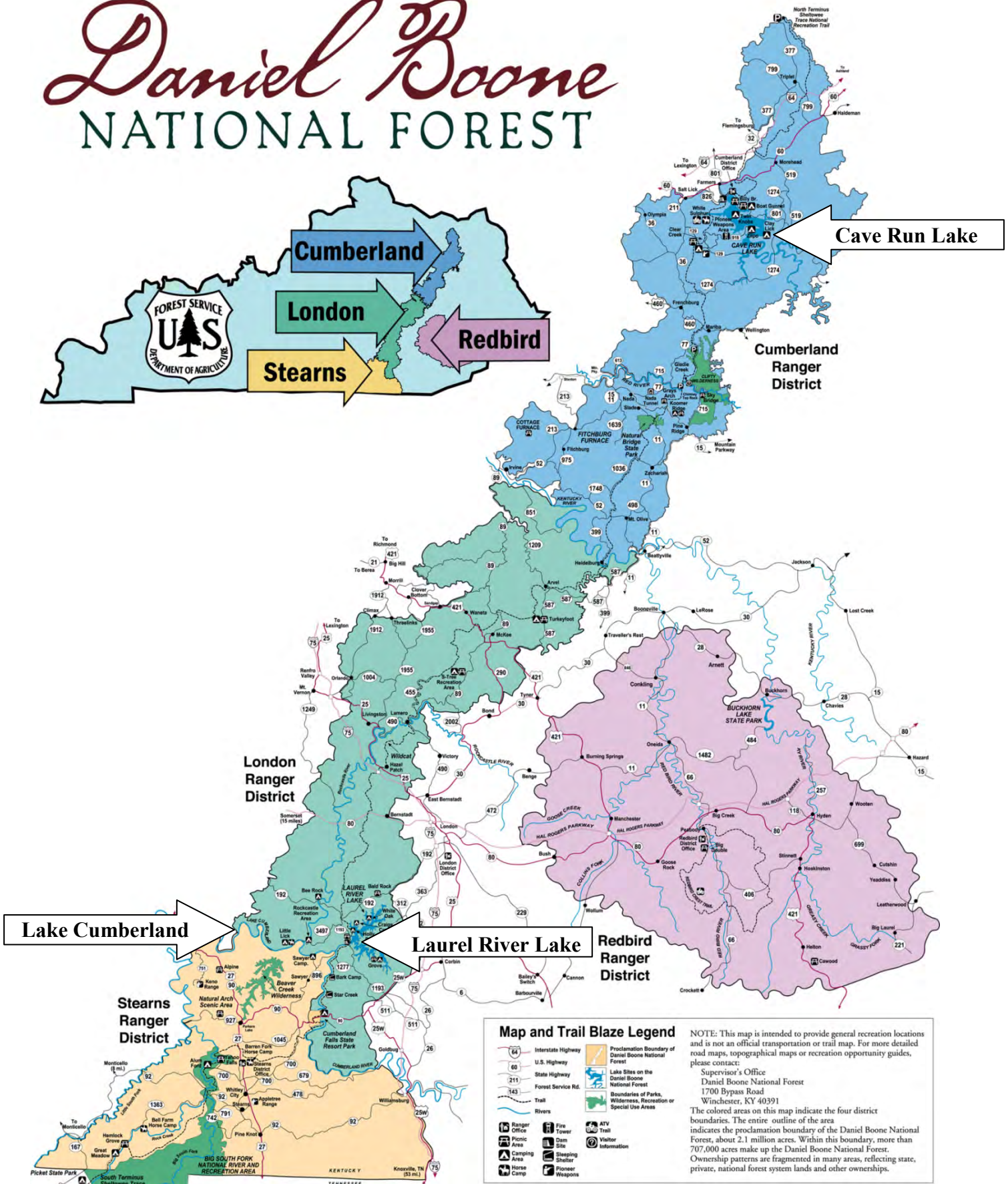
FRANK R. BEUM  
Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibitions set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.



# Daniel Boone NATIONAL FOREST





**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST**

**ORDER NO. DB-08-10  
FOREST-WIDE CLOSURE  
“USE OF NATIONAL FOREST SYSTEM TRAILS”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (b), **the following prohibitions** apply to “USE ON NATIONAL FOREST SYSTEM TRAILS” within the Daniel Boone National Forest. The area in question is 707,763 acres in size located in 21 eastern Kentucky counties. The area in question is shown on the [attached map](#).

- 1. Operating a motor vehicle on a National Forest System Trail in violation of any Commonwealth of Kentucky motor vehicle law applying to off road or all terrain vehicles. 261.55(d)**
- 2. Shortcutting a switchback on a trail. 261.55(e)**
- 3. Being on a trail not designated for that use. 261.55(a)**
- 4. Operating a motor vehicle that is over 50 inches in width on a Forest designated trail. 261.55(d)**
- 5. Operating a motor vehicle on a Forest designated trail without an approved Department of Transportation helmet. 261.55(d)**

The above prohibited acts are set forth in Title 36 C.F.R. Sections 261.55

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibitions:

Any Federal, State or Local Officer, or member of an organized rescue or firefighting force engaged in the performance of an official duty

Any authorized person engaged in official administrative duties regarding National Forest Administration

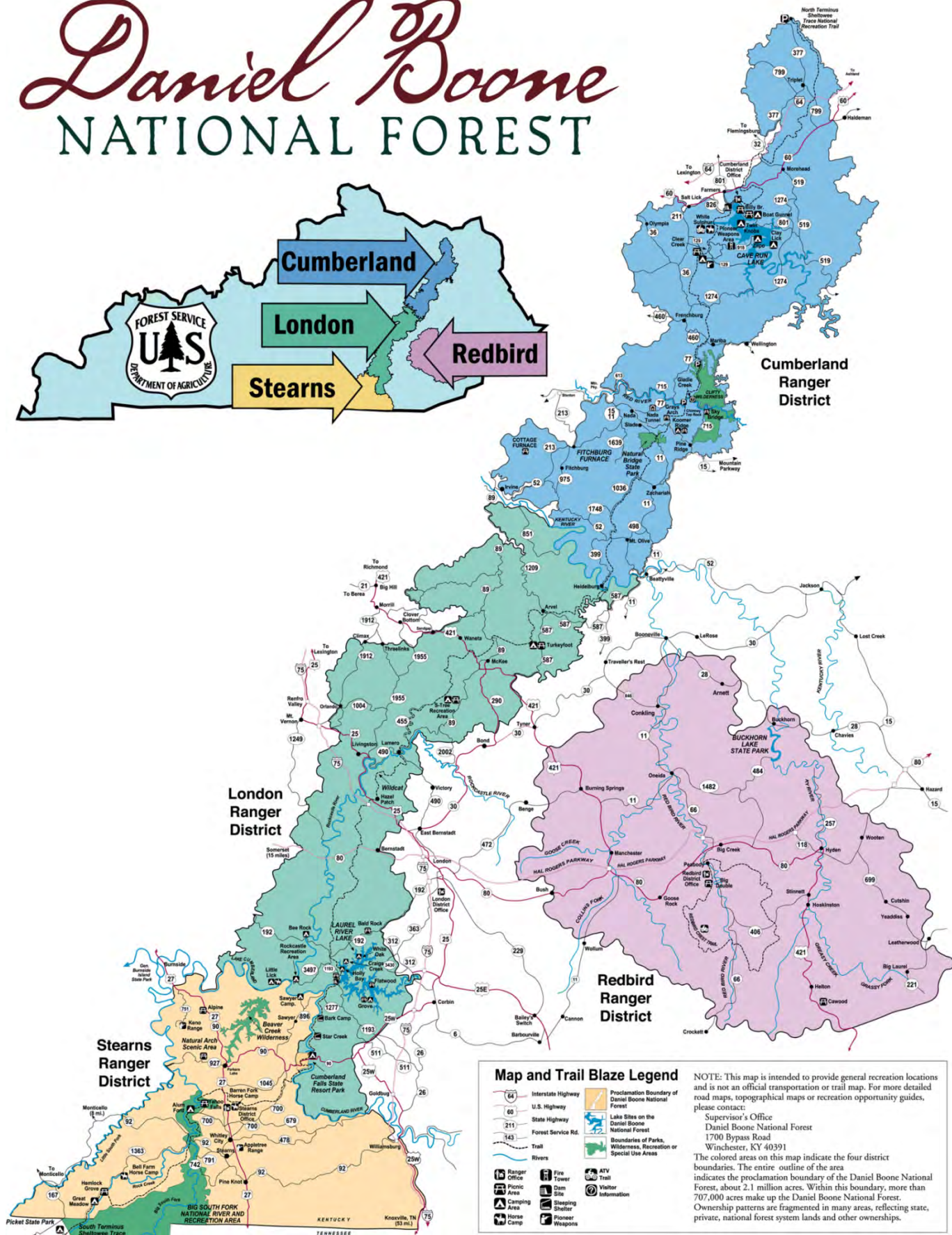
Prepared at Winchester, KY,  
This 29<sup>th</sup> day of March, 2010

/s/Frank R. Beum  
FRANK R. BEUM  
Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibitions set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.

# Daniel Boone NATIONAL FOREST



UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST

**ORDER NO. DB-09-10  
FOREST-WIDE CLOSURE  
"OCCUPANCY AND USE"**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a) and (b), **the following prohibitions** apply to all areas within the Daniel Boone National Forest. The area in question is 707,763 acres in size located in 21 eastern Kentucky counties. The area in question is shown on the [attached map](#).

1. **Camping or maintaining a campsite for more than 14 consecutive days in a dispersed or non-fee area without having terminated Forest occupancy for a minimum of 10 days within a 31-day time frame. 261.58(a)**
2. **Being publicly nude. 261.58(j)**
3. **Landing of aircraft or dropping or picking up any material or person by means of an aircraft including a helicopter on waters of the National Forest. 261.58(y)**
4. **Use of a Forest Service issued key to access closed areas for reasons other than stated on permit or contract. 261.53(f)**
5. **Entering or remaining in a designated campground between the hours of 10:00 p.m. and 6:00 a.m. except for persons occupying the campsite. 261.58(c)**
6. **In a developed site occupying a single camping unit by more than six (6) persons and a double unit by more than twelve (12) persons. 261.58(f)**
7. **Hunting within 150 yards of a residence, building, or developed recreation site. 261.58(v)**
8. **Displaying a firearm within a developed recreation site except for cleaning and or transporting to and from vehicle. 261.53(e)**
9. **Camping in violation of posted signs. 261.58(e)**
10. **Operating any motor vehicle on open Forest System Roads in violation of any Commonwealth of Kentucky traffic or motor vehicle law. 261.54(d)**
11. **Using a Forest System Road for commercial hauling without a permit or authorization. 261.54(c)**
12. **Parking or leaving a vehicle in violation of posted instructions. 261.58(g)**

The above prohibited acts are set forth in Title 36 C.F.R. Sections 261.53, 261.54, and 261.58.

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibitions:

Any Federal, State, or local Officer or member of an organized rescue or firefighting force engaged in the performance of an official duty.

Any person with a permit specifically authorizing the otherwise prohibited act.

Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

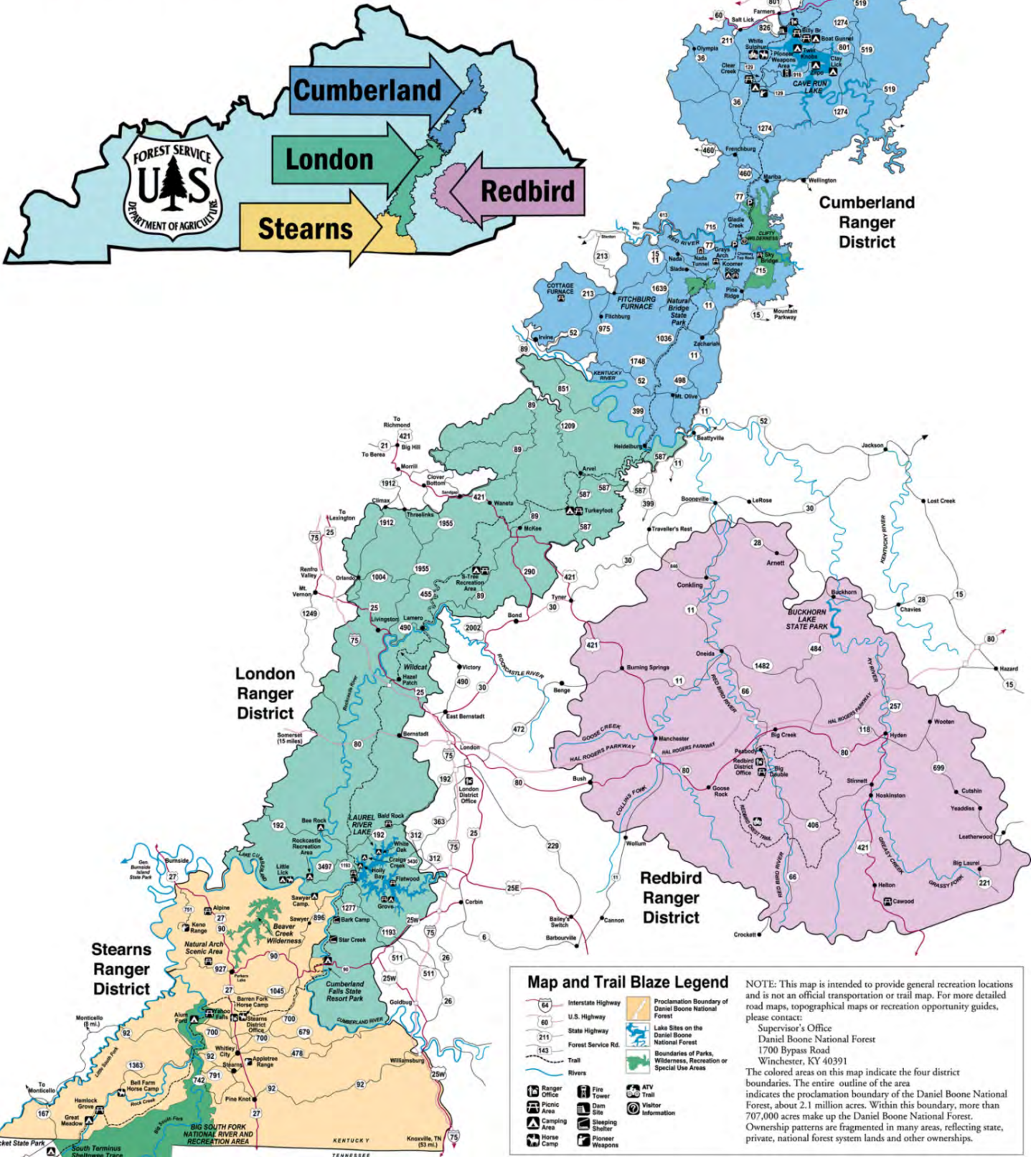
/s/ Frank R. Beum  
FRANK R. BEUM  
Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibitions set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.



# Daniel Boone NATIONAL FOREST



**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST**

**ORDER NO. DB-10-10  
FOREST-WIDE CLOSURE  
“DEVELOPED PARKING AREAS”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a), **the following prohibitions apply** to all “DEVELOPED PARKING AREAS” within the Daniel Boone National Forest. The area in question is 707,763 acres in size located in 21 eastern Kentucky counties. The area in question is shown on the [attached map](#).

1. **Placing any grill, chair, canopy, leveling jacks or blocks around or under a vehicle while parked at a parking area. 261.58(d)**
2. **Parking in violation of sign or instructions. 261.58(g)**

The above prohibited acts are set forth in Title 36 C.F.R. Sections 261.58.

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibitions:

Any Federal, State or Local Officer, or member of an organized rescue or firefighting force engaged in the performance of an official duty

Any authorized person engaged in official administrative duties regarding National Forest Administration.

Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

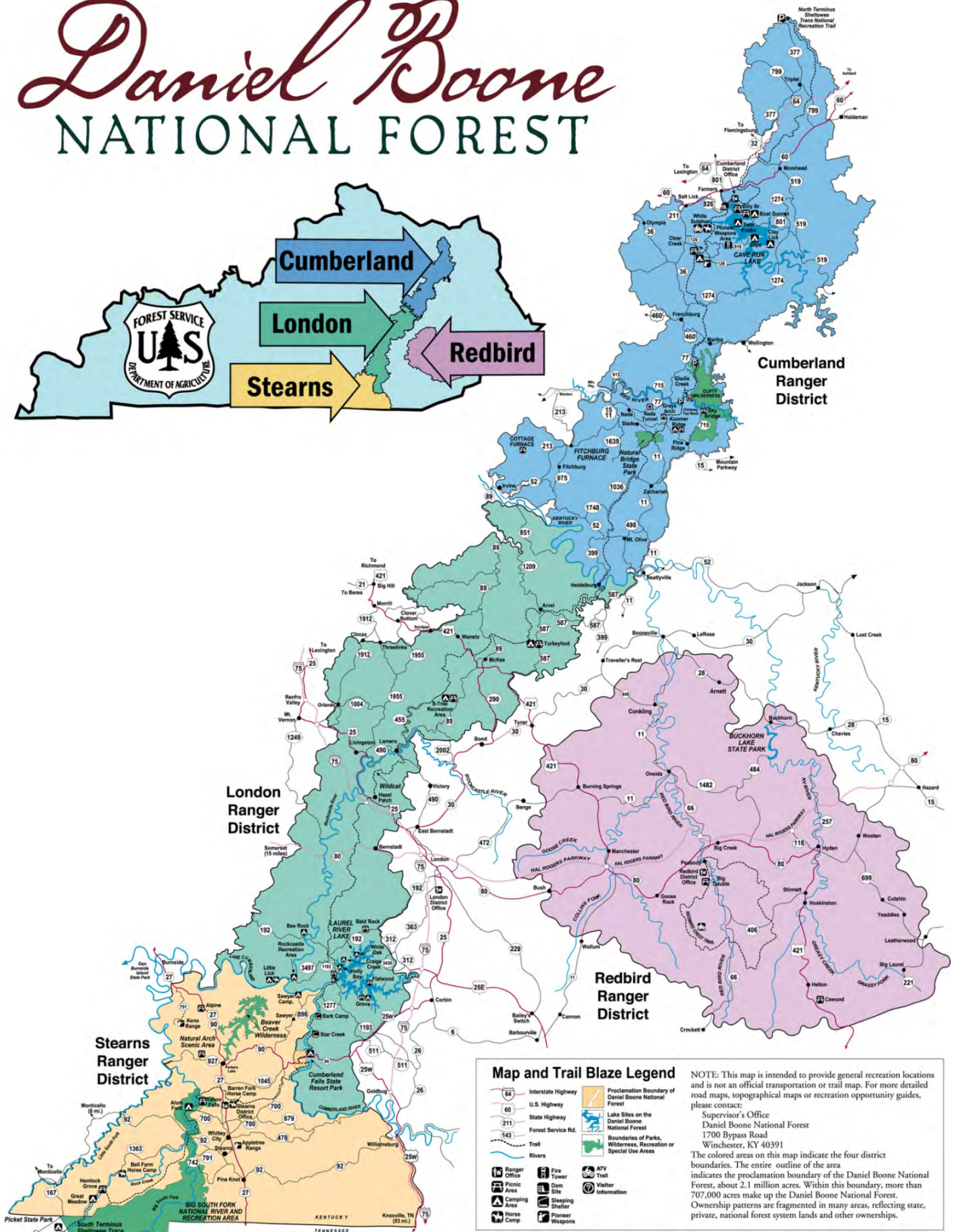
/s/ Frank R. Beum  
FRANK R. BEUM  
Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibitions set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.



# Daniel Boone NATIONAL FOREST



**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST**

**ORDER NO. DB-11-10  
FOREST-WIDE CLOSURE  
“USE OF NATIONAL FOREST SYSTEM ROADS and TRAILS”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (b), 261.70(a) 3, and 261.70(a) 4, **the following act or omission is prohibited at designated sites** within the Daniel Boone National Forest without the issuance of a special use authorization. The Roads and Trails in question are identified on the Forest Development Transportation Plan and are specifically identified on the attached list and are located within the Daniel Boone National Forest. The area in question is 707,763 acres in size located in 21 eastern Kentucky counties. The area in question is shown on the [attached map](#).

1. **Organized commercial events involving the use of National Forest System Roads. 261.54(d)**
2. **Organized commercial events involving the use of existing National Forest System Trails. 261.55(d)**
3. **Organized non-commercial events with 75 or more participants which use existing National Forest System Roads. 261.54(d)**
4. **Organized non-commercial events with 75 or more participants which use existing National Forest System Trails. 261.55(d)**

The above prohibited acts are set forth in Title 36 C.F.R. Sections 261.54 and 261.55.

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibitions:

NONE

Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

/s/ Frank R. Beum

FRANK R. BEUM  
Forest Supervisor, DBNF

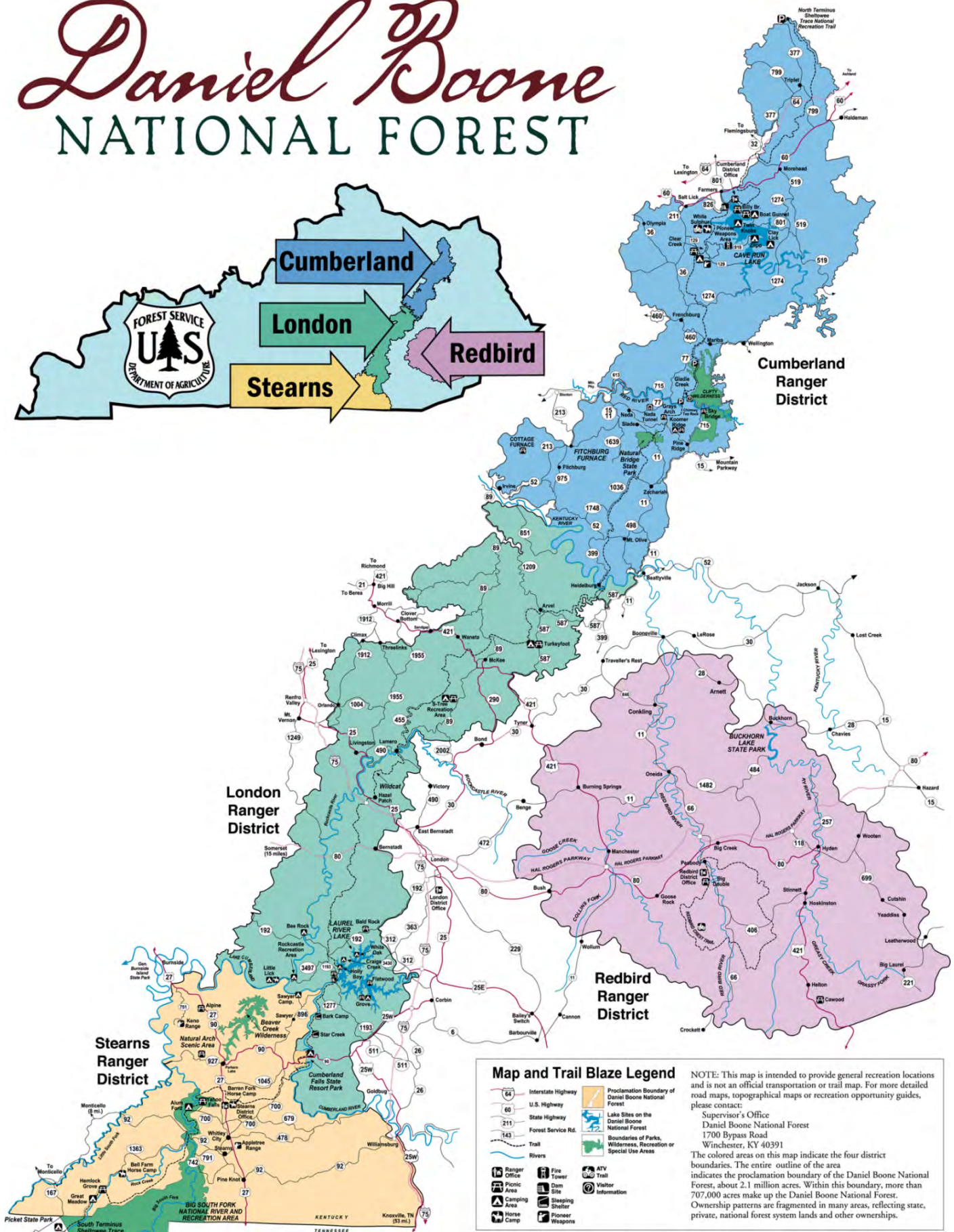
**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibitions set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.



# Daniel Boone

## NATIONAL FOREST



DANIEL BOONE NATIONAL FOREST

TRAILS LIST

ID	NAME		ID	NAME
100	SHELTOWEE TRACE		124I	WHITE SULPHUR OHV TRAIL - I
100A	FLOOD ROUTE FOR SHELTOWEE		124J	WHITE SULPHUR OHV TRAIL - J
100B	TURKEY FOOT/SHEL.		1700	KNOB OVERLOOK
100C	SHELTOWEE SPUR		1702	TWIN KNOBS SHORELINE
100E	SHELTOWEE SPUR STEARNS		1802	ZILPO MOUNTAIN
103	CLEAR CREEK LAKE		201	DOUBLE ARCH
103A	CLEAR CREEK TRAIL CONNECTOR		202	COURT HOUSE ROCK
104	TATER KNOB CONNECTOR		203	AUXIER BRANCH
106	HOG PEN		204	AUXIER RIDGE
107	CROSS OVER		205	GRAY'S ARCH
108	108 CONNECTOR TRAIL		206	CLIFF
109	BIG LIMESTONE		207	ROCK BRIDGE
112	CAVE RUN		208	HIDDEN ARCH
602	YAHOO ARCH		209	D. BOON HUT
113	BUCKSKIN		210	BISON WAY
113A	BUCKSKIN CONNECTOR		211	SHELTOWEE CONNECTOR
115	WHITE SULPHUR		214	SKY BRIDGE
115A	WHITE SULPHUR A		217	WHITTLETON ARCH
116	CAVE RUN LAKE		218	ANGEL WINDOWS
116A	LEATHERWOOD LOOP		219	SWIFT CAMP CREEK
116AA	LEATHERWOOD LOOP AA		220	KOOMER RIDGE
118	BUCK CREEK		221	ROUGH
119	MARTINS BRANCH		224	CONTRARY CREEK
120	RODBURN LOOP		225	SILVERMINE ARCH
1206	BOAT GUNNEL SHORELINE		225S	SILVERMINE SPUR
1208	OAK RIDGE		226	BUCK
1209	SHALLOW FLATS TRAIL		227	RUSH RIDGE
509	GULF BOTTOM		228	WILDCAT
509B	GULF BOTTOM SPUR		229	TOWER ROCK
509A	STRAIGHT CREEK		230	MILITARY WALL
121	WAGON TRAIN TRAIL		231	LEFT FLANK WALL
1210	MUSKIE BEND		233	PRINCESS ARCH
1211	SHALLOW POND TRAIL		234	WHISTLING ARCH
1215	WILDLIFE HABITAT		235	CHIMNEY TOP
122	LAKEVIEW RIDGE		237	PEBBLE BEACH TRAIL
1223	WINDY BAY SHORELINE		238	POWDERMILL BRANCH
1223A	WINDY BAY SHORELINE A		239	LOST BRANCH TRAIL
1223B	WINDY BAY SHORELINE B		240	OSBORNE BEND LOOP
1226	CANEY		302	RENFRO LOOP
123	CARRINGTON ROCK TRAIL		302A	RENFRO CONNECTOR
124	WHITE SULPHUR OHV TRAIL		303	TURKEY FOOT LOOP
124A	WHITE SULPHUR OHV TRAIL - A		303A	TURKEY FOOT LOOP A
124AA	WHITE SULPHUR OHV TRAIL - AA		303B	TURKEY FOOT LOOP B
124B	WHITE SULPHUR OHV TRAIL - B		401	ROCKCASTLE-NARROWS
124C	WHITE SULPHUR OHV TRAIL - C		401A	#1 ROCKCASTLE-NARROWS
124D	WHITE SULPHUR OHV TRAIL - D		402	WINDING STAIR GAP
124E	WHITE SULPHUR OHV TRAIL - E		404	SCUTTLE HOLE
124F	WHITE SULPHUR OHV TRAIL - F		404A	SCUTTLE HOLE OVERLOOK
124G	WHITE SULPHUR OHV TRAIL - G		404B	DUTCH BRANCH



DANIEL BOONE NATIONAL FOREST

TRAILS LIST - continued

124H	WHITE SULPHUR OHV TRAIL - H		405	NEDS BRANCH
ID	NAME		ID	NAME
114	EAGLE LAKE TRAIL		512A	THREE FORKS OF BEAVER
406	TWIN BRANCH		512B	THREE FORKS SPUR
407	SUGAR TREE HOLLOW		514	BOWMAN RIDGE
407A	SUGAR TREE HOLLOW A		518	MIDDLE RIDGE
410	CANE CREEK		519	CLIFFSIDE
411	LAKE SIDE NORTH		520	ALPINE
412	LAKE SIDE SOUTH		520A	ALPINE LOOP
413	BARK CAMP		528	PANORAMIC VIEW
414	DOG SLAUGHTER		529	BEE ROCK LOOP
420	CRAIGS CREEK		530	NATHAN MCCLURE
430	COLD ROCK SCHOOL		532	UPPER BOWMAN
431	MARSH BRANCH		532A	UPPER BOWMAN A
440	DUFF BRANCH		603	MARKERS ARCH
441	SPRUCE CREEK		612	NEGRO CREEK
442	FISHING POINT		616	FLAT ROCK RIDGE
443	SINGING HILLS		617	DRAFT
444	OAK BRANCH		620	LAUREL CREEK
450	THREE SISTERS ROCK		621	BARRENFORK ACCESSIBLE
450A	THREE SISTERS ROCK A		622	ARABIAN LOOP
450B	THREE SISTERS ROCK B		624	BELGIAN LOOP
460	HIGHTOP		625	CANTER LOOP
470	FLATWOODS TRAIL		625A	CANTER LOOP A
480	WINTERGREEN		625B	CANTER LOOP B
480A	AMPHITHEATER TRAIL		626	INDIAN CREEK LOOP
481	HOLLY BAY		627	NORTH FLAT ROCK
482	MARINA TRAIL		6296	SELLER'S RIDGE OHV TRAIL
483	BOAT RAMP TRAIL		631	LICK CREEK
490	WILDCAT		631A	LICK CK FALLS
501	STRAIGHT CREEK OHV TRAIL		633	KOGER ARCH
501A	STRAIGHT CREEK OHV TRAIL A		634	PARKER MOUNTAIN
502	LITTLE LICK		634A	BUFFALO ARCH
503	ROCKCASTLE NARROWS		635	MARK BRANCH
504	GOODWATER		636	GOBBLERS ARCH
506	ROCK RIDGE OHV TRAIL		68B	YELLOW CLIFF
506A	ROCK RIDGE OHV TRAIL A		801	REDBIRD CREST
507	GULF RIDGE TRAIL		802	GILBERT CK / ELISHA CK LOOP
508	BUFFALO CANYON		803	LEFT FORK OF ELISHA CREEK
510	NATURAL ARCH		804	DANIEL BOONE TRAIL
512	THREE FORKS LOOP			

UNITED STATES DEPARTMENT OF AGRICULTURE  
UNITED STATES FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST

**ORDER NO. DB-12-10  
FOREST-WIDE CLOSURE  
“SHOOTING RANGES”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a), **the following prohibitions apply to “APPLETREE, WHITMAN BRANCH, CLEAR CREEK and KENO SHOOTING RANGES”** located within the Daniel Boone National Forest. The areas in question are shown on the [attached maps](#).

1. Entering, using or remaining in the area between sunset and sunrise. **261.58(l)**
2. Failure to adhere to posted range safety rules. **261.53(e)**
3. Entering or using the area for any purpose other than target shooting. **261.58(b)**
4. Firing while persons are down range. **261.53(e)**
5. Entering the area behind the backstop, which has been designated as a safety zone by the placement of “Entry Prohibited” signs. **261.53(e)**
6. Possessing or using alcoholic beverages while using or occupying the area. **261.58(bb)**
7. The use of fully automatic weapons. **261.538(e)**

The above prohibited acts are set forth in Title 36 C.F.R. Sections 261.53 and 261.58.

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibitions:

Any Federal, State, or local Officer or member of an organized rescue or firefighting force engaged in the performance of an official duty.

Any authorized person engaged in official administrative duties regarding National Forest Administration.

Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

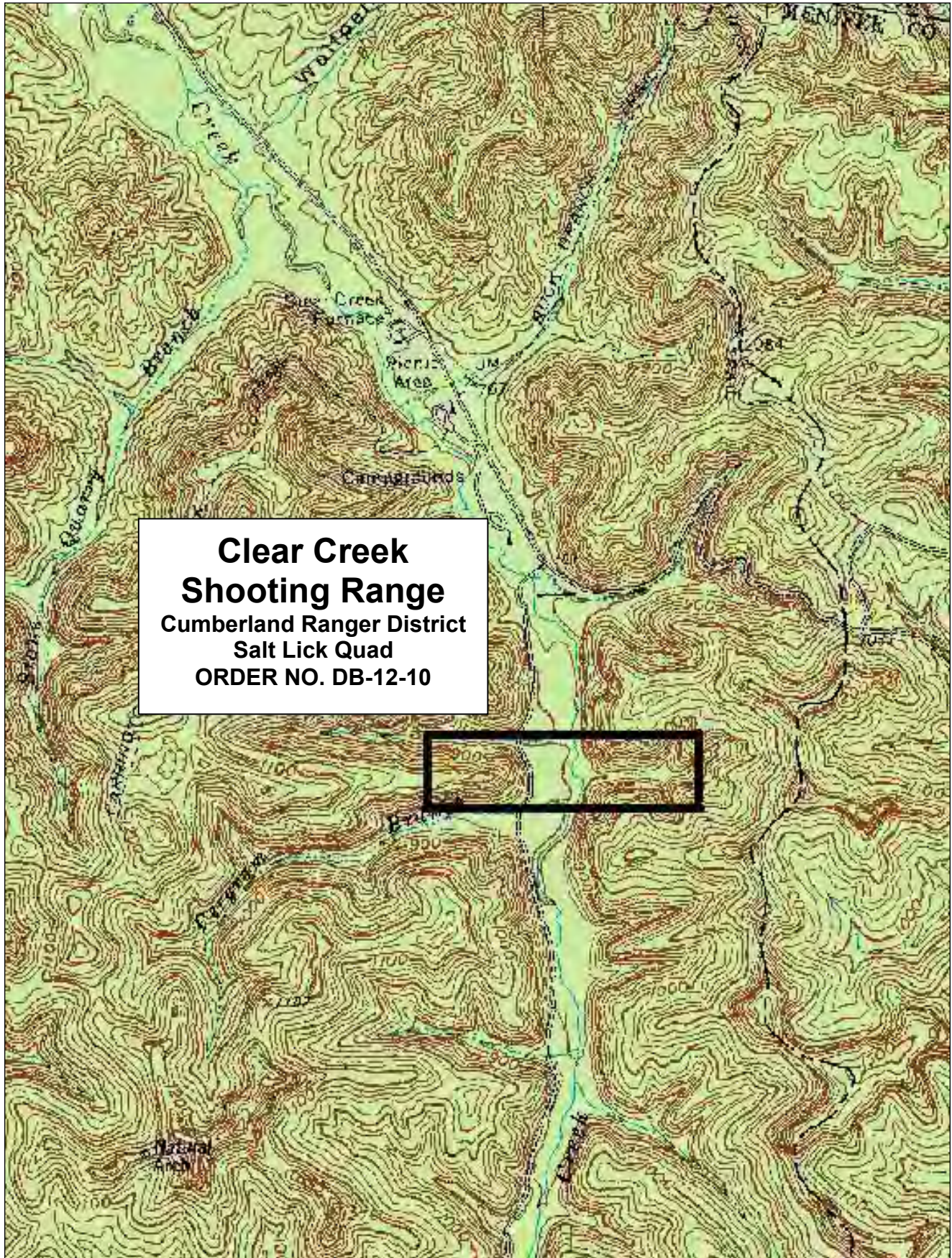
/s/ Frank R. Beum

FRANK R. BEUM  
Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibitions set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.









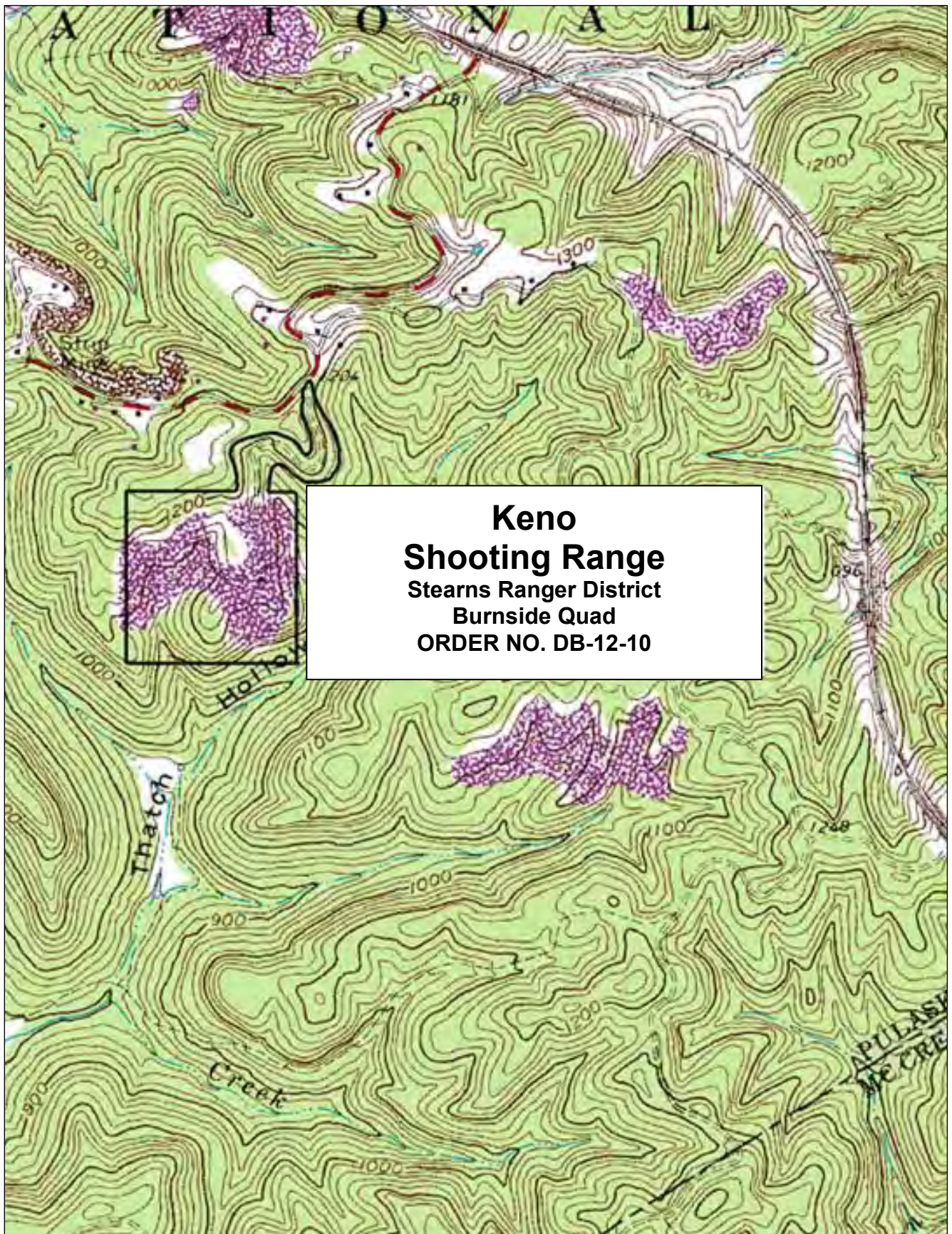
## Whitman Branch Shooting Range

London Ranger District

Sawyer Quad

ORDER NO. DB-12-10









**Appletree  
Shooting Range**  
Stearns Ranger District  
Whitley City Quad  
ORDER NO. DB-12-10



**UNITED STATES DEPARTMENT OF AGRICULTURE  
UNITED STATES FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST**

**ORDER NO. DB-13-10  
FOREST-WIDE CLOSURE  
“CONTROLLED SUBSTANCE PROHIBITIONS”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a) and (b), **the following prohibitions apply** to all areas within the Daniel Boone National Forest. The area in question is 707,763 acres in size located in 21 eastern Kentucky counties. The area in question is shown on [the attached map](#)

**For the protection of public health and safety, it is prohibited to possess a controlled substance unless such substance was obtained by the possessor directly, or pursuant to a valid prescription or order, from a practitioner acting in the course of professional practice or otherwise allowed by Federal or State Law. 36 CFR 261.53(e)**

**Controlled substance means a drug or other substance, or immediate precursor, included in schedules I, II, III, IV, or V of Part B of the Controlled Substances Act (21 U.S.C. 812) or a drug or substance added to these schedules pursuant to the terms of the Act.**

Pursuant to 36 C.F.R. 261.50(e) **the following persons are exempt** from the above Prohibitions:

Any Federal, State, or Local Law Enforcement Officer engaged in the performance of official duty.

Prepared at Winchester, KY,  
this 29<sup>th</sup> day of March, 2010

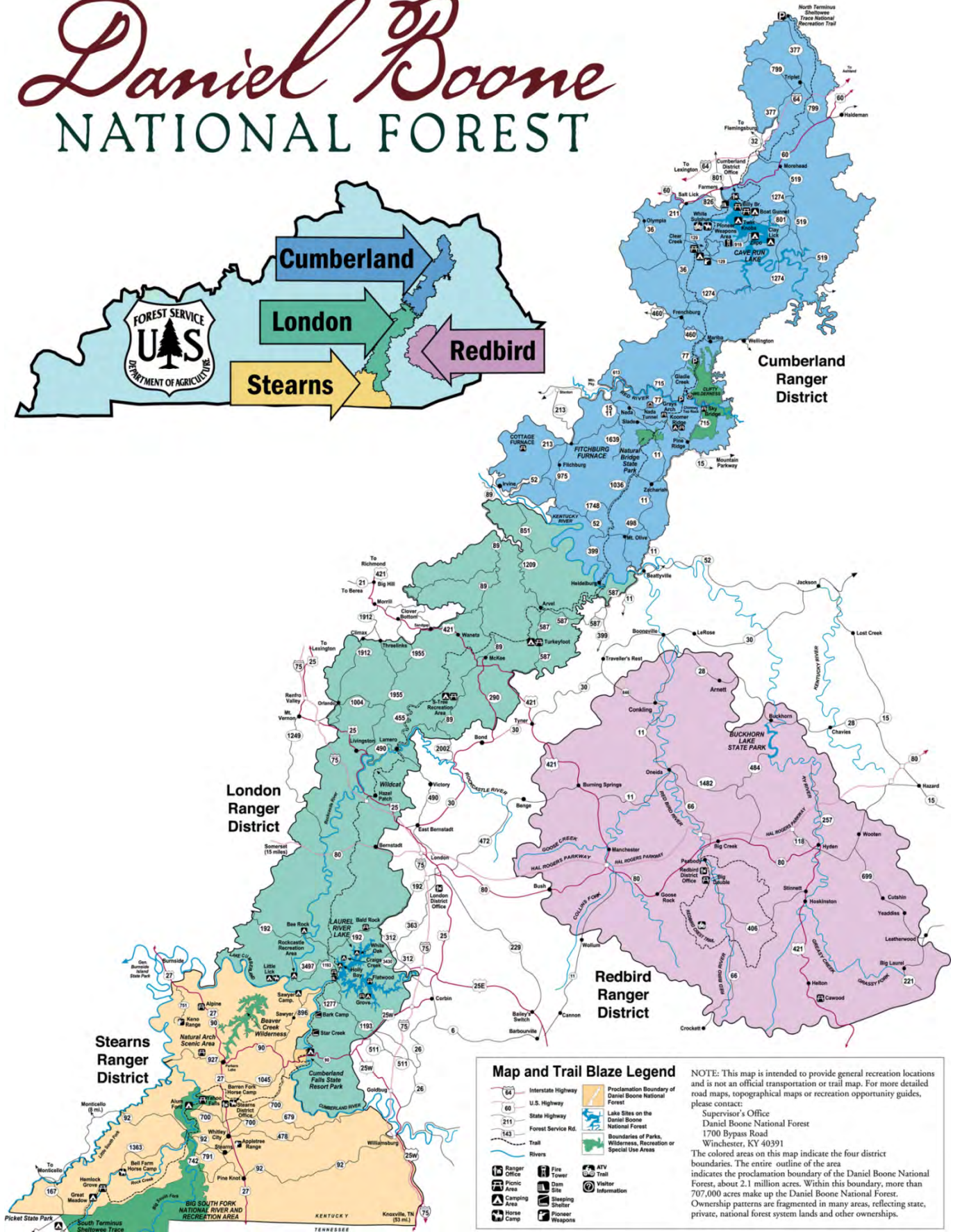
/s/ Frank R. Beum

FRANK R. BEUM  
Forest Supervisor, DBNF

**ORDER EXPIRES FIVE (5) YEARS FROM DATE OF SIGNATURE**

Violations of the above prohibitions set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.

# Daniel Boone NATIONAL FOREST



## Map and Trail Blaze Legend

	Interstate Highway		Proclamation Boundary of Daniel Boone National Forest
	U.S. Highway		Lake Sites on the Daniel Boone National Forest
	State Highway		Boundaries of Parks, Wilderness, Recreation or Special Use Areas
	Forest Service Rd.		
	Trail		
	Rivers		
	Ranger Office		ATV
	Picnic Area		Trail
	Camping Area		Visitor Information
	Horse Camp		
			Fire Tower
			Dam Site
			Shooting Shelter
			Pioneer Weapons

NOTE: This map is intended to provide general recreation locations and is not an official transportation or trail map. For more detailed road maps, topographical maps or recreation opportunity guides, please contact:

Supervisor's Office  
Daniel Boone National Forest  
1700 Bypass Road  
Winchester, KY 40391

The colored areas on this map indicate the four district boundaries. The entire outline of the area indicates the proclamation boundary of the Daniel Boone National Forest, about 2.1 million acres. Within this boundary, more than 707,000 acres make up the Daniel Boone National Forest. Ownership patterns are fragmented in many areas, reflecting state, private, national forest system lands and other ownerships.



**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST**

**ORDER NO. DB-01-13**

**“FOOD STORAGE RESTRICTION”**

Under the authority of the Act of Congress dated June 4, 1897, as amended (16 U.S.C. 551) and pursuant to the Secretary of Agriculture’s regulation set forth at 36 CFR 261, Subpart B (36 CFR 261.50 (a) and (b)), the following acts and omissions are prohibited within the National Forest lands of the Daniel Boone National Forest. The area in which these acts are prohibited includes approximately 708,500 acres and is located in 21 eastern Kentucky counties. The area is shown on the attached map.

- 1.** Possessing, storing, or leaving any food (including food for pets and livestock, except baled hay), refuse or bear attractant unattended unless it is:
  - a.** properly stored in a bear-resistant container;
  - b.** stored in a closed, motor vehicle with a solid top;
  - c.** stored in a closed, hard-body trailer; or
  - d.** suspended at least ten feet clear of the ground at all points, suspended at least four feet horizontally from the supporting tree or pole, and suspended at least four feet from any other tree or pole adjacent to the supporting tree or pole.
- 2.** Discarding or abandoning any food, refuse, or bear attractant unless it is disposed of in a bear-resistant trash receptacle or other receptacle which has been provided by the Forest Service.
- 3.** Burning or burying any food, refuse, or bear attractant.

36 C.F.R. Section 261.58 (cc).

The following definitions shall apply to this Closure Order:

*Bear attractant:* means any substance having an odor that may attract bears, such as food, cooking grease, toothpaste, soap, and garbage.

*Bear-resistant container:* means a securable container constructed of solid non-pliable material capable of withstanding 200 foot-pounds of energy. When secured and under stress the container will not have any cracks, openings, or hinges that would allow a bear to gain entry by biting or pulling with its claws. Wood containers are not considered bear resistant unless they are reinforced with metal. Most coolers are not considered bear resistant.

*Food:* means any nourishing substance, solid or liquid, which is not native to the immediate area, including nourishing substances for humans, pets, and livestock. Food does not mean water and baled hay.

*Refuse:* means any discarded material or solid waste.

**Pursuant to 36 C.F.R. 261.50(e), the following persons are exempt from the above prohibitions:**

- (a) Persons with a special use permit specifically authorizing the otherwise prohibited act or omission, issued by the District Ranger.
- (b) Any Federal, State, or Local Officer, or member of an organized rescue or firefighting force in the performance of an official duty.

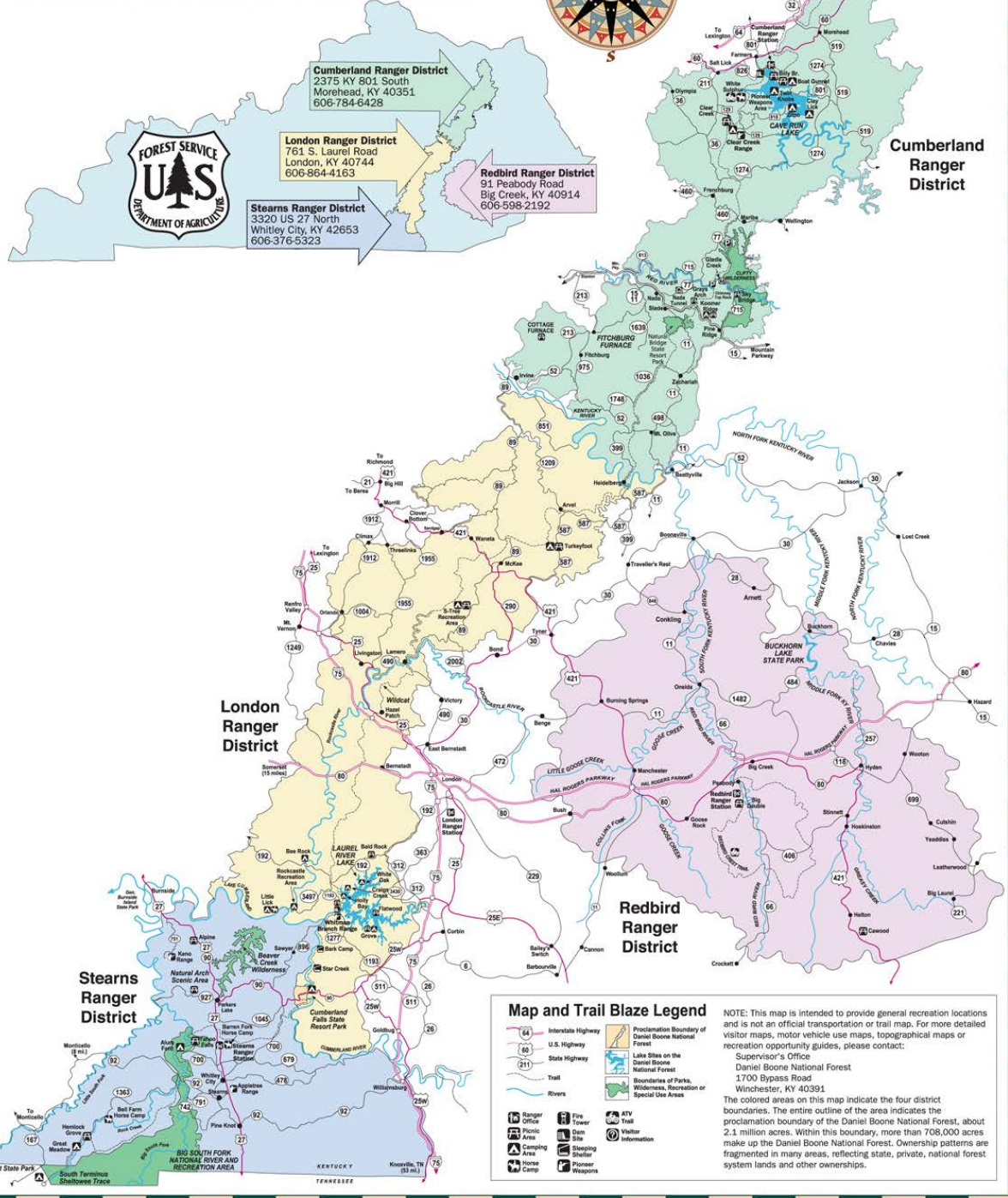
Prepared at Winchester, KY,  
this 1st day of May, 2013

/s/ FRANK R. BEUM  
Forest Supervisor, DBNF

THIS ORDER REMAINS IN EFFECT FOR A PERIOD OF FIVE YEARS FROM THE DATE OF SIGNATURE OR UNTIL IT IS REPLACED BY ANOTHER ORDER

**Violations of the prohibitions set forth above are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization, or imprisonment for not more than six (6) months, or both. 16 U.S.C. Section 551; 18 U.S.C. Sections 3559, 3571.**

# Daniel Boone NATIONAL FOREST



ORDER NO. DB-01-13

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DANIEL BOONE NATIONAL FOREST**

**ORDER NO. DB-01-14**

**FOREST-WIDE CLOSURE**

**“POSSESSING, DISCHARGING OR USING FIREWORKS”**

Pursuant to the provisions of 16 U.S.C., Section 551, and Title 36 C.F.R., Section 261.50 (a) and (b), the following prohibition applies to all National Forest system lands of the Daniel Boone National Forest. The area in which these acts are prohibited includes approximately 708,500 acres located in 21 eastern Kentucky counties. The area is shown on the attached map.

**Prohibition:**

Possessing, discharging or using any kind of firework or other pyrotechnic device. **Title 36, Section 261.52(f)**

**The above prohibited acts are set forth in Title 36 C.F.R. Sections 261.52, Subpart A**

**Pursuant to 36 C.F.R. 261.50(e) the following persons are exempt from the above Prohibitions:**

Any Federal, State or Local Officer, or member of an organized rescue or firefighting force engaged in the performance of an official duty

Any person holding a special use permit issued by that Forest Service which specifically authorizes the act, and/ or any person engaged in official administrative duties regarding National Forest Administration.

Prepared at Winchester, KY,  
This 5<sup>th</sup> day of June , 2014

/s/\_\_\_\_\_  
**BILL LORENZ**  
Acting Forest Supervisor, DBNF

**THIS ORDER REMAINS IN EFFECT FOR A PERIOD OF FIVE YEARS FROM THE DATE OF SIGNATURE OR UNTIL IT IS REPLACED BY ANOTHER ORDER**

Violations of the above prohibition set forth are punishable by a fine of not more than \$5,000 for an individual and \$10,000 for an organization or imprisonment for not more than six (6) months, or both. See 16 U.S.C. 551, 18 U.S.C. 3559 and 3571.



## **Appendix 6**

### **Sample Use Report**

# Sample Daily Use/Fee Report

## Your Ranger District

# Campground

[illegible]

# SAMPLE Monthly or Annual Use/Fee Report

Cleveland National Forest      Descanso District      Reporting Period:

Campground	Total # of sites occupied	Total # of people	Percent occupancy	Camping fees collected on site	Fees for other goods & services	# Golden Age/ Access used	NRRS fees (monthly/ annually)
<b>Burnt Rancheria</b>							
<b>Laguna</b>							
<b>TOTAL</b>							

Annual fees collected under the NRRS \_\_\_\_\_

Taxes paid (end of year report only) \_\_\_\_\_

Total gross/total revenue (end of year report only) \_\_\_\_\_

Total net revenue (end of year report only) \_\_\_\_\_

## **Appendix 7**

### **Sample Customer Service Comment Card**



## Customer Service Comment Card

We want your experience in the \_\_\_\_\_ National Forest to be a positive one.  
Please help us by completing this short survey. Thank you.

Area \_\_\_\_\_ Have you been here before?    **Y**    **N**

Date of visit \_\_\_\_\_

Residence-State/Country \_\_\_\_\_

Please check all activities you have participated in during your visit.

- |   |  |
|---|--|
| <input type="checkbox"/> Camping          | <input type="checkbox"/> Swimming                    |
| <input type="checkbox"/> Hunting          | <input type="checkbox"/> Boating (non-motorized)     |
| <input type="checkbox"/> Backpacking      | <input type="checkbox"/> Boating (motorized)         |
| <input type="checkbox"/> Fishing          | <input type="checkbox"/> Wildlife/Nature Observation |
| <input type="checkbox"/> Picnicking       | <input type="checkbox"/> ATV/4x4 Touring             |
| <input type="checkbox"/> Mountain Biking  | <input type="checkbox"/> Staying at Lodge            |
| <input type="checkbox"/> Special Event    | <input type="checkbox"/> Visiting Historical and/or  |
| <input type="checkbox"/> Family Gathering | Archeological Sites                                  |
| <input type="checkbox"/> Day Hike         | <input type="checkbox"/> Other _____                 |

FOLD HERE

\_\_\_\_\_

District/Forest Address  
Stamp area right hand corner

(Text on the back of this postcard)

Please grade your visit in the \_\_\_\_\_ National Forest.

Excellent

Satisfactory

Poor

A

B

C

D

E

1. How was the overall cleanliness of the area (litter, campgrounds, toilets, etc.)?

A

B

C

D

E

2. How safe and unthreatened did you feel in the area (adequate law enforcement and ranger contact)?

A

B

C

D

E

3. Were campground personnel accessible if needed?

A

B

C

D

E

4. Was information provided and were your questions handled to your satisfaction?

A

B

C

D

E

5. Were personnel courteous and helpful?

A

B

C

D

E

6. Are the facilities functional, safe, and well maintained?

A

B

C

D

E

Comments (Please use this section to tell us anything you think we should know such as how we could improve your recreation experience or is there something in particular you enjoyed about your visit here?):

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

We will gladly respond to your questions or comments!

## **Appendix 8**

### **Performance Appraisal Form For Concession Developed Sites**

## Performance Inspection/Appraisal(s) Overall Rating System

Nationally, only three performance inspection/appraisal ratings are possible for developed site concession administration. These are: 1) "Above Standard", 2) "Meets Standard" and 3) "Below Standard". These three ratings have been established to provide national consistency and definition for the concession inspection/appraisal rating system. As the Authorized Officer, you may develop additional site-specific rating criteria to assist you in further defining and reaching these three ratings but only these three specific ratings can be used to describe your written rating that is given to the holder. You must also have any additional site-specific rating information presented either as a part of the prospectus or as agreed to with the holder if that criteria is developed after the permit has been authorized.

1. If any Critical Element is rated as "'Below Standard'", the best possible overall rating is "Below Standard".

With receiving a rating of "Below Standard" for any Critical Element(s), the holder should be given written notice regarding which of the Critical Element(s) did not achieve the "Meets Standard". The performance concerning the Critical Element(s) has to be corrected immediately. Depending on the Critical Element, the permit may be either immediately suspended (i.e. no insurance policy) or the permit administrator may allow continued use but with that Critical Element not available for public use (i.e. a bad water sample).

2. If more than **three** non-critical elements are rated "Unacceptable," the best possible overall rating is "Below Standard".

With receiving a rating of "Below Standard" for any non-critical element(s), the holder should be given written notice regarding which of the non-critical element(s) did not achieve the "Meets Standard". The performance for these non-critical elements has to be improved prior to the next rating period, which will be defined by the permit



administrator. The holder must be issued a written notice for the Opportunity to Take Corrective Action as stipulated in Section VI (B) of the Special-Use Permit (FS-2700-4h (8-02)) by the Authorized Officer or designated permit administrator. This is the required first step towards any suspension and/or revocation of use for all or portions of the permitted use.

3. If any of the elements are found to exceed " Meets Standard", then you must set the rating at "Above Standard".

The holder's signature denotes that the Forest Service representative has discussed this evaluation/appraisal with the holder or his/her representative. A holder's signature does not necessarily constitute an agreement or acceptance of the rating

Signatures:

Holder or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Forest Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Forest: \_\_\_\_\_

Ranger District \_\_\_\_\_

Developed Site: \_\_\_\_\_ Holder: \_\_\_\_\_

Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: **Bold-faced items** are nationally defined Critical Elements  
for performance inspection/appraisal ratings.

A. PERMIT TERMS	Above Standard	Meets Standard	Below Standard
1. <b>Insurance requirements met</b>			
2. <b>Payments timely</b>			
3. Use reports accurate & timely			
4. <b>Title VI requirements met</b>			
5. Other permit terms met (specify below)			
Communications			
Interpretive Programs			
Miscellaneous Sales			
B. OPERATION & MAINTENANCE PLAN			
1. <b>O&amp;M Plan complete &amp; properly submitted</b>			
2. G/T off-set plan submitted in a timely manner			
3. <b>G/T off-set projects completed to standard</b>			
4. Pre- and post-season ops & maintenance performed to standard and in a timely manner			
C. CUSTOMER SERVICE - This evaluation criteria is related to MM standards			
1. <b>Good PR maintained with Forest visitors</b>			
2. Good comments received from visitors			
3. <b>Fees &amp; services provided as represented</b>			
4. Visitor compliance with FS regs obtained			
D. MEANINGFUL MEASURES			

<b>Health and Cleanliness</b>			
1. Humans free from exposure to human waste			
2. Water and sewage treatment systems meet w/all state & FS standards			
3. Garbage does not exceed container capacities			
4. Garbage containers are animal resistant			
5. Sites are free of litter & animal refuse			
6. Graffiti is removed within 48 hours of discovery.			
7. Toilets & garbage locations are free of objectionable odors			
8. "Pack In/Out" message is posted where used, and accumulated trash is removed with in 24 hours of discovery			
9. All other facilities are kept clean			
<b>Setting</b>			
1. Effects from recreation use that conflict with environmental laws are analyzed and mitigated			
2. Recreation opportunities and site management are consistent with ROS objectives			
3. Landscape character at all sites is consistent with Forest scenic integrity objective(s)			
4. Existing vegetation management plan(s) are adhered to & vegetation loss or erosion caused by recreation use is corrected or prevented			
5. Numbers of people & vehicles is kept below site capacity			
<b>Safety &amp; Security</b>			
1. Safety inspections completed annually. Documented high risk conditions are corrected prior to use			
2. High-risk conditions that develop during the season are mitigated, or the site is closed			
3. Employees have dependable communications			
4. Activities prohibited under 36 CFR 261.14, sub-part A are dealt with appropriately			

<b>5. Utility systems meet applicable state and local regulations.</b>			
<b>Responsiveness</b>			
<b>1. Facilities, when signed as accessible, meet guidelines in UAOR: A Design Guide</b>			
2. All site entrances are well marked, easily found, and visitors feel welcome			
3. Info boards look fresh, professional, are uncluttered and contain appropriate info. Multi-lingual services are provided as needed			
4. All personnel demonstrate good customer services practices			
<b>Condition of Facilities</b>			
<b>1. All restrooms are functional and in good repair</b>			
2. All facilities, including parking and use sites, meet FS design standards and guidelines in UAOR:A Design Guide, per the transition plan			
3. All structures and facilities meet the INFRA-STRUCTURE definition for good condition			
4. Signs & bulletin boards are well maintained and meet FS standards			
5. Roads are treated to control dust			
6. Vandalism is corrected or mitigated within 1 week of discovery			

Comments and/or corrective actions pertaining to specific items listed above (for this inspection/appraisal(s):

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Have all ''Below Standard'' items from the previous performance inspection/appraisal(s) been corrected?

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Holder's comments:

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(Continue on a separate sheet of paper if desired)

## **Appendix 9**

### **Law Enforcement at Concession Campgrounds**

## **2342.1 - Exhibit 01**

### **Law Enforcement at Concession Campgrounds**

#### **ROLES AND RESPONSIBILITIES**

1. Concessionaires. In responding to violations of Federal, State, and local laws, ordinances, and regulations, concessionaires have the same authority as a private citizen. Concessionaires generally cannot enforce Federal, State, or local laws or regulations, including 36 CFR part 261, Prohibitions on National Forest System lands. Concessionaires should be knowledgeable of applicable Federal, State, and local laws and regulations, including 36 CFR part 261, and should report violations of these laws and regulations to the appropriate law enforcement authorities.

Concessionaires may enhance public safety at concession campgrounds in a number of ways. For example, they may hire a private security firm, hire off-duty State or local law enforcement personnel, or enter into a cooperative agreement with the county for additional patrols.

Under the terms of the campground concession permit, the authorized officer may allow or require a concessionaire to establish certain restrictions on conduct or rules of use. For instance, the concessionaire may establish a rule of use that limits the number of vehicles per campground site, establishes a limit on the length of stay, or prohibits washing food at a water hydrant. The rules of use may be incorporated into the concessionaire's operating plan, and the concessionaire may be held accountable for ensuring compliance under the terms of the special use permit.

Conduct that violates rules of use may also violate Federal, State, or local laws. When such conduct occurs, the concessionaire should report those violations to the appropriate law enforcement authority. For example, violation of a rule of use may constitute a disturbance of the peace in violation of State law or disorderly conduct in violation of Forest Service regulations at 36 CFR 261.4

To minimize confusion between criminally enforceable Federal, State, and local laws and concessionaire-established rules of use, each should be separately posted within the campground.

2. State and Local Law Enforcement Agencies. Generally, State and local law enforcement agencies have authority to enforce applicable State and local laws, ordinances, and regulations on National Forest System lands. Under 16 U.S.C. 480, States retain their civil and criminal jurisdiction over persons on the National Forests. Thus, crimes involving persons and their property are generally the primary responsibility of State and local law enforcement authorities.

Where a concessionaire has established rules of use, there is no authority for a State or local law enforcement agency to take enforcement action, unless the conduct giving rise to the violation of a rule of use also constitutes a violation of State or local law.

### **2342.1 - Exhibit 01--Continued**

There is no authority for the Forest Service to allow State and local law enforcement personnel to enforce Federal laws and regulations, including 36 CFR part 261. Some conduct may be prosecuted under Federal or State law because the conduct violates both Federal and State law. However, State and local law enforcement officers may enforce only State and local law.

3. Forest Service. The Forest Service retains all its authorities and responsibilities for enforcing Federal laws and regulations relating to administration of National Forest System lands. The role and responsibilities of the Forest Service do not change simply because the Forest Service has issued a special use permit to a concessionaire. Forest Service personnel should continue to enforce all Federal laws and regulations relating to administration of National Forest System lands within concessionaire-operated campgrounds.

Forest Service personnel should not assume, however, that all laws and regulations applicable to facilities operated by the Forest Service are also applicable to sites operated by concessionaries. For example, as a matter of policy the Forest Service does not interpret failure to pay a camping fee charged by a concessionaire to be a violation of 36 CFR 261.15 because the camping fee charged by the concessionaire is not an admission or recreation use fee for a “site, facility,... or service furnished by the United States.” The agency construes “furnished by the United States” to mean “owned and operated” by the United States.” Therefore, the Forest Service would not cite someone for failure to pay a camping fee at a concession campground because the site is operated by a concessionaire, rather than the Forest Service, and the concessionaire, rather than the Forest Service, retains the campground fees.

The regulations at 36 CFR part 261, subpart A, apply at both Forest Service and concessionaire-operated campgrounds. In contrast, orders issued under 36 CFR part 261, subpart B, may or may not apply at concession campgrounds. A subpart B order must clearly state the area to which it applies. 36 CFR 261.50(c)(1). If the order is forest-wide, it applies to all campgrounds, including concession campgrounds, within the forest. Operating plans for concession campground permits should be consistent with any orders that apply. A concessionaire may not allow an activity prohibited by an order. However, a concessionaire’s rule of use may be stricter than an order.

The Regional Forester or Forest Supervisor may exempt concession campgrounds from an order and may want to exempt them to place more responsibility for the site on the concessionaire. Rules of use rather than the order would then govern. This approach is consistent with one of the purposes of the campground concession program, which is to reduce expenditure of limited Forest Service resources in administering developed recreation sites.

When issuing a subpart B order, the Regional Forester or Forest Supervisor should consider whether the order should apply at concession campgrounds.



### **2342.1 - Exhibit 01--Continued**

If concession campgrounds are exempted from a subpart B order, the rules of use established by concessionaires may differ from the restrictions contained in the order that applies elsewhere. For example, the restriction established by an order on the number of vehicles allowed per campsite at a Forest Service-operated campground may differ from the same type of restriction adopted as a rule of use at a concession campground. Forest Service personnel should ensure that they enforce only those subpart B orders that apply to concession campgrounds.

36 CFR part 261, subpart C, regulations should be handled the same way as subpart B orders. Subpart C regulations are issued by the Chief or Regional Forester to prohibit acts or omissions in all or any part of an area over which the Chief or Regional Forester has jurisdiction.

Forest Service law enforcement personnel should cooperate with State and local law enforcement agencies to the extent authorized by Forest Service policy (FSM 5360) and State and Federal law, such as 16 U.S.C. 559g(c), which authorizes acceptance of a law enforcement designation from States, and 16 U.S.C. 553, which authorizes the Forest Service to aid in the enforcement of State laws in certain respects.

Prospectuses and permits for concession campgrounds should clearly describe the respective responsibilities of Forest Service law enforcement personnel, State and local law enforcement authorities, and concessionaires.

#### **SUMMARY**

Crimes involving persons and property are generally violations of State law. State and local law enforcement authorities have jurisdiction to enforce State laws at concession campgrounds. Forest Service personnel have the responsibility to enforce Federal laws and regulations relating to the administration of National Forest System lands. Concessionaires may establish and enforce rules of use that are subordinate to Federal, State, and local laws and regulations. Rules of use are not enforceable by Federal, State, or local law enforcement authorities unless violations or rules of use constitute violations of Federal, State, or local laws.

Concessionaires should contact Federal, State, and local law enforcement authorities to address criminal violations under their respective jurisdictions. Concessionaires may also consider hiring a private security firm or contracting with off-duty State or local law enforcement personnel to address day-to-day public safety concerns at concession campgrounds.

Campground concession prospectuses and permits should clearly describe the respective responsibilities of Forest Service law enforcement personnel, local law enforcement authorities, and concessionaires. In order to minimize visitor confusion between criminally enforceable Federal, State, and local laws and concessionaire-established rules of use, each should be separately posted within a campground.

## **Appendix 10**

### **Sample Annual Operation Plan**

## **Sample Annual Operating Plan And Annual Operating Plan Outline**

This appendix describes the minimum requirements of the holder's Annual Operating Plan and application regarding the operating season, staffing, operations and maintenance services provided, and minimum standards to be met. The Forest Service will use applicant provided information to rate the proposal against the ``Proposed Operating Plan" evaluation criteria. The successful applicant's proposal will become a part of his/her Annual Operating Plan. Contact (Name),(Title), (Name) National Forest, (Phone number), for questions.

The holder must meet the additional standards and requirements specified in this section for the recreation sites listed in the prospectus. Applicants are required to propose how they will meet or exceed the minimum standards described in this Appendix (10).

# Annual Operating Plan

## Table of Contents

1. Operating Season:
2. Staffing:
  - 2a. Supervision/Management
  - 2b. Personnel
  - 2c. Employee Training
  - 2d. Employee Conduct
  - 2e. Uniforms and Vehicle Identification
3. Customer Service
4. Operations
  - 4a. Water Systems
  - 4b. Interference with Normal Use of Recreation Sites
  - 4c. Standards for Site Facility Cleaning and Maintenance
    - 4c1. All Facilities
    - 4c 2. Toilets
    - 4c 3. Tables
    - 4c 4. Fire Rings and Grills
    - 4c 5. Grounds
    - 4c 6. Roads and Trails
    - 4c 7. Barriers (parking, road, etc.)
    - 4c 8. Water Hydrants
    - 4c 9. Trash Receptacles
    - 4c10. Signs, Bulletin Boards, and Fee Stations
5. Safety
  - 5a. Safety Inspection
  - 5b. High Risk Conditions
  - 5c. Removal of Hazardous Objects
  - 5d. Identification and Removal of Hazardous Trees
6. Signs and Posters
  - 8a. Entrance Sign
  - 8b. Title VI Compliance
7. Holder Advertising
8. Fire Prevention
9. Road and Trail Maintenance
10. Law Enforcement and Security
11. Communication Systems
12. Herbicides and Pesticides
13. Boating Safety
14. Interpretive Programs
15. Recycling
16. Additional Revenue-Producing Sales, Services, and/or Fees



## **1. Operating Season:**

The minimum season is: **<Insert minimum season dates>**, as described in the prospectus in II.C. Recreation Site Description.

*Additional times of operation, both full and partial, may be offered.*

## **2. Staffing:**

The holder will be responsible for furnishing all personnel, and for adequately training and supervising their activities while performing under the provisions of the permit.

State and Federal laws governing employment, wages, worker safety, etc. must be met. Applicable laws include, but are not limited to, laws governing equal opportunity, civil rights, fair labor standards, minimum wage, Davis-Bacon Wage Rates (for G/T fee off-set), workers' compensation, OSHA regulations, ADA, and immigration laws regarding employment of legal aliens.

### **2a. Supervision/Management:**

A representative(s) who will serve as the liaison(s) between the Holder and the Forest Service and have full authority to act on the terms of the special use permit must be designated. There may be more than one designee, each of whom has the authority to act on one or more permit terms (i.e., one person may deal with operations issues, one may deal with maintenance issues, and another may deal with financial issues). The designee(s) names, or the appropriate job title(s), must be included in the proposal.

*State in the proposal the position title and area(s) of responsibility.*

### **2b. Personnel**

*Provide an organization chart showing each position. Provide a narrative description of each position shown on the organization chart including the title of the position, duties, and indicating full or part time employment.*

### **2c. Employee Training**

*Describe training to be provided to each position listed on your organization chart.*

### **2d. Employee Conduct**

*Provide your company's employee conduct policy.*

### **2e. Uniforms and Vehicle Identification**

Employees must wear neat, clean, and professional attire that identifies them as concessionaire employee including a name tag with the concessionaire's identify. The official Forest Service uniform, Forest Service volunteer uniform, and components may not be used.

***Describe in detail attire for all employee positions.***

Vehicles must be clean, quiet, and well maintained with a professional quality sign containing the concessionaire's name displayed on each side of each vehicle used.

***Describe in detail vehicles used.***

### **3. Customer Service:**

Customers and the visiting public will be responded to in a professional manner to contribute towards a safe and enjoyable experience on the National Forest. A customer service comment card system must be provided. The customer service comment card contained in Appendix 7 may be proposed.

***Describe a customer service commitment and provide a comment card system.***

### **4. Operations:**

The Holder will be responsible for all tasks associated with the daily operation and maintenance of the (name) area.

#### **4a. Water Systems**

All of the developed sites included in this offering have potable water systems. It is the holder's responsibility to operate and maintain the water systems, and have the capability to turn off and reopen the system for maintenance purposes. The Forest Service will provide instruction on turning off and reopening of the water system.

The holder is responsible for compliance with all applicable Federal, state, and local drinking water laws and regulations for the operation and maintenance of a public water system. This includes the testing and maintenance of all potable water systems in accordance with the state of Texas department of public health and Forest Service regulations. If current laws and regulations change and it becomes necessary to perform additional or different tests, the holder shall be responsible for compliance and associated costs. (See Forest Service 2700-4h, clause V. B. and FS 2700-4h Appendix F)

***Describe a process to operate, inspect, test, and maintain the water systems addressing the standards described above.***

#### **4b. Interference with Normal Use of Recreation Sites**

Operation, maintenance, and cleaning of grounds and facilities can interfere with the recreational use of the areas by the visiting public.

***Describe measures to limit inconvenience and disruption of use by the public.***

#### **4c. Standards for Site Facility Cleaning and Maintenance**

The holder shall be responsible for meeting the standards listed below when cleaning and maintaining facilities.

*Describe how the following ten items (4c1. – 4c10.) will be identified and accomplished.*

##### **4c1. All Facilities**

Facilities are maintained free of graffiti.

Facilities are clean and well maintained.

Numbers of visitors and vehicles do not exceed site capacity.

A site safety inspection is completed annually, and documented in a format acceptable to the Forest Service. Documented high risk conditions are corrected prior to use.

Utility systems meet applicable state and local regulations.

Facilities, when signed as accessible, meet guidelines in Universal Access to Outdoor Recreation: A Design Guide.

Grass and over hanging brush must be kept trimmed around tables, bulletin boards, water hydrants, barriers, signs, buildings, parking areas, paths, living spaces, tent sites, and other facilities.

##### **4c2. Toilets**

To keep humans from unhealthy exposures to human waste, the waste is removed immediately upon discovery or notification.

All other types of sewage treatment systems must meet state and federal standards.

Toilets are clean and free of objectionable odor.

Restrooms are functional and in good repair.

Walkways and trails shall be kept free of obstructions or excess vegetation.

##### **4c3. Tables**

Excessive grass or vegetation shall be trimmed from around the table area.

There should be adequate vegetation, gravel, or other approved material around tables to prevent mud and erosion.

#### **4c4. Fire Rings and Grills**

Fire rings shall be free of litter, ashes, and unburned material before used by a new user.

Ashes, charcoal, and unburned wood shall be removed from fire rings and grills when there is less than four (4) inches of free side clearance.

There should be adequate gravel, or other approved material around fire rings to prevent mud and erosion.

Eliminate any rock fire rings or modifications that were not installed or approved by the Forest Service. Remove ashes from unauthorized fire rings and pits. Scatter the rocks and spread soil over these areas, to make them less conspicuous.

#### **4c5. Grounds**

Developed sites shall be free of litter and domestic animal waste.

Effects from recreation use that conflict with environmental laws are analyzed and mitigated as needed.

Loss of vegetation and erosion caused by recreation use is prevented and/or corrected in accordance with approved vegetation management plans.

Nails, ropes, wire, etc. will be removed from trees whenever found.

Grass and other ground vegetation shall be trimmed on a regular basis to maintain a comfortable and inviting environment.

#### **4c6. Roads and Trails**

Roads within or adjacent to developed sites are treated and maintained to control dust.

Ditches and culverts shall be cleaned and maintained to allow proper drainage.

#### **4c7. Barriers (parking, road, etc.)**

Excess vegetation around barriers shall be trimmed to keep the barrier visible.

#### **4c8. Water Hydrants**

Water hydrants meet state and federal standards.

Maintain functional gravel sumps.

Each hydrant must be posted with a sign that says "No washing dishes, bathing, washing hair or hands, or cleaning fish", or a similar message.



#### **4c9. Trash Receptacles**

Garbage does not exceed the capacity of the garbage containers.

Garbage locations are clean and free of objectionable odors.

All trash shall be removed from National Forest lands and disposed of in accordance with all state and local laws and regulations.

#### **4c10. Signs, Bulletin Boards, and Fee Stations**

Information boards look fresh, professional, uncluttered, and contain appropriate current/seasonal information. Multi-lingual information is provided as needed. Signs, bulletin boards, site markers, and fee stations are well maintained, neatly arranged, and meet Forest Service signage standards.

### **5. Safety:**

The safety and health of all persons is of the up most importance.

***Provide a safety and health plan to address both an annual all encompassing safety and health inspection and a continuing safety and health monitoring program, that addresses the following five areas of concern:***

#### **5a. Safety inspections**

An annual all encompassing safety and health inspection will be preformed prior to the high use season. This inspection will document all safety and health problems discovered, note corrective action to be taken, and document completion of corrective actions or mitigating measures. Additionally, continuing attention to will be made to new situations presenting a safety or health concern during the operating season. These discoveries, corrective actions or mitigating measures taken will be documented in writing.

#### **5b. High risk conditions**

High risk conditions may develop, such as but not limited to the following: weather, environmental, and facility conditions; domestic unrest; etc. It is the holder's responsibility to plan for and react responsibly.

#### **5c. Removal of hazardous objects**

Safety hazards, such as but not limited to unsafe branches, tripping hazards, unstable walking surfaces, etc. shall be identified and corrected.

#### **5d. Identification and removal of hazardous trees**

The holder is responsible for identifying, monitoring, and removing all hazard trees throughout the year, subject to Forest Service review. In addition, hazard inspection will be conducted immediately after any major weather event (i.e., hurricanes, tornados, ice storms). After securing approval from the Forest Service, the permit holder is required to remove hazard trees and associated slash. The Annual Operating Plan will address the appropriate disposal methods. The Forest Service will advise the permit holder, as needed, in regards to hazard tree identification and removal.

Forest Service approval is required prior to cutting or pruning of any trees.

The holder would not typically be responsible for hazard tree removal necessitated by atypical situations, such as a major blow down or a large insect infestation. However, responsibility will be determined on a case by case basis.

All stumps from hazard tree removal shall be flush cut to ground level in order to reduce tripping hazards.

If slash and bucked logs resulting from hazard tree removal are not used by campers within a reasonable length of time, the holder must dispose of it by an approved method.

#### **5e. Safety training for employees**

The holder is responsible to provide on-going safety training to ensure a safe work environment and inform and educate their employees about working safely and recognizing unsafe conditions.

### **6. Signs and Posters**

All signs must be maintained in a good condition (neat, clean, not faded or torn). Replacement of standard Forest Service signs is the responsibility of the Forest Service. Homemade signs or posters are not allowed. Additional signs should be reviewed by the authorized officer as to location, design, size, color, and content. Commercial advertising is not allowed.

***Describe proposed signing as it relates to both Holder and Forest Service provided signs.***

#### **6a. Entrance sign**

A sign stating that the recreation area is under permit from the U.S. Forest Service and including the name of the permit holder must be posted on the entrance board of all sites. The sign must include contact information for both the permit holder and Forest Service.

#### **6b. Title VI compliance**

The holder is required to post and maintain the *And Justice for All* poster and "Welcome To Your National Forests..." poster (Unicor P23-43) as furnished by the Forest Service.

### **7. Holder advertising**

The holder shall accurately represent the accommodations and services provided to the public within the permit area, in all advertisements, signs, brochures, and any other materials. The fact that the permit area is located on the Sam Houston National Forest shall be made readily apparent in all advertising and signing.

All forms of advertising must contain the following words: “X Company is an equal opportunity provider.”

***Describe proposed media for advertising.***

## **8. Fire Prevention**

***Provide a fire prevention plan that addresses, at a minimum:***

- How the applicant will prevent wildfires and structural fires
- Reporting procedures and emergency response, should a fire occur
- Training and experience of employees, relative to fire
- Fire prevention/suppression tools and equipment that will be on-site

## **9. Road and Trail Maintenance**

The holder is responsible for maintaining vehicular and pedestrian access in a safe and passable condition and to Forest Service standards. This responsibility includes, but is not limited to, mowing road shoulders and around parking barriers for visibility; filling chuck holes with asphalt materials on paved surfaces; grading and/or controlling dust on unpaved surfaces; and erosion control through grading, ditching, or use of check dams, regardless of where needed. Grading of gravel surfaced roads averages \_\_\_\_ times per year. Culverts must be kept free of debris.

***Describe a road maintenance schedule to accomplish these needs.***

## **10. Law enforcement and security**

Forest Service, state, and local law enforcement and the holder each have enforcement roles at concession recreation sites. Appendix 9 clarifies the law enforcement authorities and responsibilities at concession operated recreation sites (FSM ID 2340-96-1).

***Describe how law enforcement, security and rules of use will be imposed at the recreation sites.***

## **11. Communication Systems**

The holder is required to provide a means of communication (e.g., two-way radios, cellular phones, etc.) between all employees, the Forest Service, the National Recreation Reservation System, and emergency

response agencies. The use of radio frequencies and equipment owned by the Forest Service will not be authorized.

***Describe how communications will be complete, timely, and accurate between all affected interests.***

## **12. Herbicides and Pesticides**

Herbicides and pesticides may not be used without prior written approval from the Forest Service. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. Any request for use shall cover a 12-month period of planned use, beginning 3 months after the reporting date. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands (refer to FS-2700-4h, V.D).

***Describe intentions to use specific products.***

## **13. Boating Safety**

All use of water craft shall comply with present and future laws, regulations, and other legal requirements.

***Describe how boating safety will be accomplished.***

## **14. Interpretive programs**

Interpretive presentations may address natural and cultural resources, fisheries and wildlife, fire management, water resources, or other topics relative to the National Forest and its management. Interpretive services can take the form of campfire programs, guided walks, brochures, children's activities, displays, or other similar items.

The holder may not charge for interpretive services. The holder may subcontract the provision of interpretive services with other organizations such as museums, historic societies, The FS retains the right to present programs at any campground or other recreation site on the National Forest, subject to coordination with the holder to avoid conflict with other scheduled activities.

***Describe a proposed interpretive services plan to include frequency, content, etc., as outlined in Section IC of the Prospectus***

## **15. Recycling**

Recycling of all materials is encouraged.

***Describe a recycling program to include types of materials, receptacles, handling, removal, etc.***

## **16. Additional revenue-producing sales, services, and/or fees**



***Describe and list all additional revenue-producing sales services or fees you propose to provide.***

The following is a list of approved sales:

- ❖ sale of firewood
- ❖ sale of camping supplies
- ❖ sale of fishing supplies
- ❖ sale of state fishing licenses
- ❖ sale of state hunting licenses
- ❖ sale of propane
- ❖ sale of miscellaneous food items (ice, soda, bottle water, etc.)
- ❖ sale of photographic supplies
- ❖ sale of informational and interpretive materials (i.e., books)
- ❖ sale of miscellaneous clothing sales
- ❖ sale of miscellaneous souvenirs
- ❖ fee for full service hook-ups
- ❖ fee for electricity
- ❖ fee for RV/camping trailer storage
- ❖ fee for boat storage
- ❖ fee for showers
- ❖ fee for canoe/boat rehaul
- ❖ fee for concession provided public fax services
- ❖ fee for concession provided public phone services
- ❖ rental of personal water crafts
- ❖ rental of fishing equipment
- ❖ rental of bikes
- ❖ rental of on-site, concession-owned camping trailers
- ❖ rental of canoe/boats
- ❖ providing local fishing clinics (not O/G services)
- ❖ providing SCUBA lessons
- ❖ guided interpretive tours
- ❖ vending machines

## **Appendix 11**

**Form FS-2700-4h**

**Appendix B, GT Fee Offset Agreement**

Authorization ID [redacted]  
Contact ID [redacted]  
Expiration [redacted]

**APPENDIX B**  
**ANNUAL GRANGER THYE FEE OFFSET AGREEMENT**  
**SPECIAL USE PERMIT**  
**For Campground and Related Granger-Thye Concessions**  
**AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d**  
**<Reference FSH 2709.11 chapter 50>**

This Annual Granger-Thye (GT) Fee Offset Agreement is made by [name] (the Holder) and the U.S. Department of Agriculture, Forest Service, [name] National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on [date] (the permit).

The total estimated annual permit fee is [amount]. [ ] percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, [ ] percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

Description of Project	Due Date	Estimated cost	Completion Date	Actual Cost
[itemize projects]				

Signed: \_\_\_\_\_  
Holder or Holder's Agent

\_\_\_\_\_  
Date

Signed: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Date

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

## **APPENDIX 12**

### **Holder MRR Plan**



**<Use this format to prepare your individual annual MRR plan. If items are generic to all permitted sites then state that. Individual items specific to individual sites must be shown as such.>**

**Holder Maintenance, Reconditioning, or  
Renovation Plan  
(MRR Plan)**

The holder, at his/her expense, is required to perform holder maintenance and reconditioning according to this MRR Plan. This MRR Plan will be incorporated into the Annual Operating Plan.

Holder maintenance and reconditioning are activities that neither materially add to the value of the property nor appreciably prolong its life. The work serves only to keep the facility in an ordinary, efficient operating condition. Examples include, but are not limited to, interior decorating, interior painting, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, grading of interior roads, cleaning of ditches, water system repairs, etc.

The holder shall obtain any licenses and certified inspections required by regulatory agencies and follow federal, state, and local laws, regulations, and ordinances, industry standards, or codes applicable to the permitted operation.

The permit holder's responsibility to perform unforeseen major repairs or replacement of facilities will be limited to a maximum of **<\$1,500>** **<insert amount as referenced within the prospectus>** per occurrence. Costs over this amount can be charged to government M&R (however, they must be submitted to the FS for approval prior to implementing). This limitation does not apply to events attributed to permit holder actions or negligence; under these conditions, the permit holder will be fully responsible for repair/replacement costs.

**MRR Plan**

<b><u>Maintenance Requirement</u></b>	<b><u>Frequency</u></b>	<b><u>Remarks</u></b>
Safety and maintenance inspection completed and documented at all sites.	Annually, prior to season opening.	Use forms developed in coordination with FS
Graffiti is removed or sanded/painted over.	Within 48 hours of discovery or notification	FS must approve mat'ls
Repair vandalism, up to \$5000 per occurrence	Within 1 week of discovery or notification	FS must approve mat'ls
Remove visitor-made firerings, other unapproved user constructed improvements.	Prior to opening, and within 48 hours of discovery thereafter.	
Nails, ropes, wires, other hazards removed.	Prior to opening, and as discovered thereafter	Nails, ropes, wires, other hazards removed.

Straighten/replace broken/ Missing barriers, site marker signs, and posts.	Within 1 week of discovery or notification.	FS must approve mat'ls
Inspect, repair, and paint all bulletin boards. Remove old nails and staples.	1-2 times per year.	FS must approve mat'ls
Inspect, repair, and paint all fee station signs.	Prior to season opening.	FS must approve mat'ls
Inspect, repair, and paint all recreation signs on sites.	Prior to season opening, as needed thereafter.	FS must approve mat'ls
Post posters and paper signs, inspect/replace for damage/weathering.	At season opening, as needed thereafter (when damaged/weathered)	FS must approve all signs.
Pump all vault toilets.	When ½ full, and at end of season.	
Inspect, repair, &/or replace toilet roofs, light fixtures, vents/screens	Prior to season opening, as needed thereafter.	FS must approve mat'ls
Inspect, repair, &/or replace all toilet door locks	Prior to opening and after closing	
Inspect, repair and/or replace all toilet seats, leaking plumbing fixtures, and bathroom fixtures.	Prior to season opening, as needed thereafter.	FS must approve mat'ls
Paint exterior/interior/floors of toilet buildings	Every 2-3 years, or as needed.	FS must approve mat'ls
Operate composting toilets.	Refer to FS provided operations manual.	FS to provide operations manual.
Stir compost in composting toilets.	Minimum 1 time a day during operating season	
Level compost in composting toilets.	Minimum 1 time a day, as needed.	
Clean toilets, four campground/day use complexes	Checked twice a day; Cleaned At least once a day, mid-morning	
Clean toilets, day use trailheads, fishing sites	Once a week, or as needed.	
Odor control	Before odors become objectionable	Use product specified in Operating Plan, or equivalent.
Grade interior campground roads, walkways and pathways, clean culverts and ditches	1 time per year.	To FS maintenance specifications.
Grade, level, rake and clear debris/obstructions from walkways/pathways	Prior to opening and upon discovery or notification thereafter throughout season.	
Fill in potholes in campground and picnic area roads/walkways	Prior to opening and upon discovery or notification thereafter through season	To FS maintenance specifications.
Brush or mow around facilities, pathways, walkways, traffic barriers, etc.	Prior to season opening and as needed thereafter.	

Inspect, repair, and/or replace fences surrounding and within sites.	Prior to opening, and as needed thereafter.	FS must approve mat'ls
<b><u>Maintenance Requirement</u></b>	<b><u>Frequency</u></b>	<b><u>Remarks</u></b>
Inspect all vehicle gates, repair bent sections, and paint	Prior to opening, and as needed thereafter.	FS must approve mat'ls
Maintain water systems. Inspect, repair, and/or replace leaking water system fixtures.	According to Appendix F: Operation of Federally Owned Drinking Water Systems.	FS must approve mat'ls
Excavate and clean water faucet sumps.	Prior to season opening, as needed thereafter.	
Test potable water.	Prior to season opening, monthly thereafter.	See Appendix F.
Winterize water system, including all hydrants.	At closing.	See Appendix F.
Level, rake, and clean debris/ Obstructions from tent pads, spurs and camp areas.	Prior to opening.	
Inspect/caulk or seal cracks in concrete tent, firering, and other concrete facilities.	1 time per year.	FS must approve mat'ls
Inspect, repair, and/or replace all firerings and grills	2 times a year	FS must approve mat'ls
Remove and properly dispose of ashes from firerings	When 4" in depth, or ½ full	Ash must be disposed of off of NF lands.
Clean grease and food particles from firerings and grills.	After site is vacated.	
Seal concrete tables. Paint wooden and aluminum tables.	1 time per year	FS must approve mat'ls
Inspect, repair, and replace picnic table planks.	Prior to opening and upon discovery or notification thereafter through season.	FS must approve mat'ls
Paint all benches.	1 time per year	FS must approve mat'ls
Inspect, repair, paint, and/or replace garbage cans.	Prior to opening, and as needed through season.	FS must approve mat'ls
Patrol grounds within permit area to collect, and remove litter.	1 time per week minimum.	
Remove garbage and collected recycled materials.	Weekly or more frequently, as needed.	
Trash scattered by animals, people, or weather is collected and removed	Immediately upon discovery or notification through season.	
Remove hazard trees.	Prior to opening, and upon discovery or notification thereafter through season	FS must review id'ed trees prior to removal.

Inspect and clean sewer dump station.	1 time per day, clean upon discovery/notification of unsanitary conditions.	
Winterize dump station, remove and store stand pipe	At closing.	

## **Appendix 13:**

### **Sample Collection Agreement for GT Offset Work**



Collection Agreement  
between  
<Name of Holder>  
and  
<Name> National Forest

Agreement Number: \_\_\_\_\_

Cooperator Tax ID #: \_\_\_\_\_

THIS COLLECTION AGREEMENT is made by (name of holder) and the U.S. Department of Agriculture, Forest Service, \_\_\_\_\_ National Forest (the FS), under Section 5 of the Granger-Thye Act, 16 U.S.C. 572.

WHEREAS, the holder operates a FS campground (or campgrounds) under a special-use permit dated \_\_\_\_;

WHEREAS (SELECT EITHER #1 or #2) 1) THE HOLDER HAS REQUESTED THE FS TO PERFORM AND THE FS IS WILLING TO PERFORM UNDER A COLLECTION AGREEMENT OR 2) THE FS IS REQUIRING THAT IT PERFORM UNDER A COLLECTION AGREEMENT, the following projects listed in the fee offset agreement: (List all agreed to and approved projects);

WHEREAS, the cost of those projects may be used to offset the permit fee in accordance with the fee offset agreement;

THEREFORE, in consideration of the above, the parties agree as follows:

A. The holder shall:

1. Make advance payments, in accordance with the permit, in amounts sufficient to cover the total cost of performing the Government maintenance and reconditioning work listed in this agreement, including overhead as determined by the FS up to \_\_\_\_ percent of project costs.
2. Pursuant to the Debt Collection Improvement Act of 1996, as amended by P.L. 104-134, furnish their tax identification number upon execution of this instrument. Cooperator also agrees that notice of the FS's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government, has hereby been given.

B. The FS shall:

1. Deposit payments received from the holder under this agreement into the FS cooperative work fund.
2. Upon receipt of payment from the holder, perform the Government maintenance and reconditioning projects listed in this agreement.
3. Contributions authorized for use by the FS, which are not spent or obligated for project(s) approved under this instrument, will be refunded to the cooperator authorized for use for new projects by the cooperative.

C. It is mutually agreed that:

1. No member of or delegate to Congress or resident commissioner shall receive any benefit that may arise from this agreement; provided, that this provision shall not apply to this agreement if it is made with a corporation for its general benefit.
2. This agreement in no way restricts the FS or the holder from participating in similar activities with other public or private agencies, organizations, or individuals.
3. Any holder contributions made under this agreement do not directly or indirectly convey FS endorsement of the holder's products or activities.
4. Modification of this agreement shall be made by in writing mutual consent of the parties and shall be signed and dated by both parties. The FS is not obligated to fund any modifications that are not made in accordance with this clause.
5. Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. The FS shall not incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for FS expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
6. Unless terminated by written notice, this agreement shall remain in effect until the end of the initial permit term. If the permit term is extended, this agreement may be extended in writing for the same period as the permit term.
7. Per 16 U.S.C. 572, the United States shall not be liable to the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees for any loss, personal injury, or death occurring in connection with performance of work under this agreement, and the holder on behalf of itself and its heirs, assigns, agents, employees, contractors, and lessees hereby waives any and all claims against the United States for compensation for any loss, personal injury, or death occurring in connection with performance of work under this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the last date written below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
[TITLE]  
for [HOLDER NAME]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Officer  
  
\_\_\_\_\_ National Forest

## **Appendix 14**

**From FS-2700-4h**

**Appendix G, GT Fee Offset Certification**

Authorization ID   
 Contact ID   
 Expiration Date

**APPENDIX G**  
**Granger-Thye Fee Offset Claim Certification**  
**for**

**SPECIAL USE PERMIT**

**AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d**  
**<Reference FSH 2709.11, chapter 50>**

**NATIONAL FOREST**  
 **RANGER DISTRICT**  
**PERMIT NUMBER**

**Project Name** \_\_\_\_\_ **Holder's Fiscal Year (FY)** \_\_\_\_\_

Total allowable costs may be offset under a Granger-Thye (GT) fee offset agreement to the extent they do not exceed the total annual fee for this permit. Total allowable costs of a GT project included in this GT claim are the sum of the direct GT project costs and indirect costs allocable to this GT project. Costs submitted under this GT claim will be accepted to the extent they are reasonable, allocable, and determined to be allowable, in accordance with the terms of the permit, GT agreement, and agency policy.

**Direct GT Costs:** Provide claimed GT costs by cost element and attach schedules to show the cost breakdown by cost element. Provide supporting documentation for the cost claim.

**Indirect costs:** Indirect costs must be computed based on Forest Service-approved indirect cost rate and may be added to the total direct GT costs. Attach the approved indirect cost rate for FY .

Approval of the fee offset claim is subject to all provisions in the Annual Granger-Thye Fee Offset Agreement (FS-2700-4h, Appendix B) executed by the U.S. Department of Agriculture, Forest Service,  National Forest, and  on  [date of GT fee offset agreement].

**DIRECT GT COSTS**

Salaries and Wages	\$ <input type="text"/>
Materials and Supplies	\$ <input type="text"/>
Subcontracts	\$ <input type="text"/>
Other (specify)	\$ <input type="text"/>
Sum of Direct GT Costs	\$ <input type="text"/>
INDIRECT COSTS ( <input type="text"/> % x Direct GT costs)	\$ <input type="text"/>
<b>TOTAL GT COST CLAIM FOR PROJECT</b>	<b>\$ <input type="text"/></b>

Subject to the penalties prescribed in the False Statements Act, 18 U.S.C. 1001, the holder certifies to the best of its knowledge that the representations in the documents supporting its claim for fee offset are accurate and complete. The Forest Service reserves the right not to grant the fee offset claim if any of these representations is inaccurate or incomplete. Failure to sign the certification shall vitiate the fee offset claim.

Signed: \_\_\_\_\_  
 Name of Certifying Official

Date: \_\_\_\_\_

\_\_\_\_\_  
 Title of Certifying Official

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB



control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

## **Appendix 15**

### **Indirect Cost Reimbursement in Granger-Thye Permits**

#### **Accounting for Costs for Granger-Thye Fee Offset**

**05-20-2002**

## **Accounting for Costs for Granger-Thye Fee Offset**

### **Summary**

Offset of indirect costs under Granger-Thye (GT) fee agreements should conform to Office of Management and Budget (OMB) Circular A-87 for State and Local Governments, OMB Circular A-122 for Non-Profit Organizations, and the Federal Acquisition Regulation (FAR) Part 31 for Commercial (For-Profit) Entities when the holder performs fee offset work. Alternatively, when the Forest Service performs fee offset work under a collection agreement, agency indirect costs should conform to FSH 1509.11, Chapter 33 and indirect cost rates established nationally (e.g. the FY2002 rate is 18%).

The following guidance applies to reimbursement of actual costs to commercial entities holding GT permits. The guidance is excerpted from 48 Code of Federal Regulations (CFR) Part 9904, but has been tailored to address GT agreements. Two methods of determining indirect costs are provided: (1) a cost pool method and (2) a simplified method. If a holder chooses to claim reimbursement for indirect cost, the holder must submit their rate and supporting documentation to the agency for review and approval. A fixed rate will be agreed to that will apply to all permits of the holder.

Cost principles for non-profit entities and state or local governmental entities are not addressed below, but can be found in OMB circulars referenced above. The following guidance does not address the reimbursement of agency indirect costs.

## **Guidance for Offsetting Indirect Costs by Commercial Entities**

### **GT Agreements**

Section 7 of the GT Act authorizes the Forest Service to offset all or part of the permit fee by the cost of renovation, reconditioning, improvement, and maintenance performed at the holder's expense on facilities covered by the permit. A GT agreement provides for offset of allowable incurred costs to the extent prescribed in the agreement. The holder is reimbursed actual costs for performing the work and only an agreed-upon portion of allowable costs may be used to offset the holder's permit fee.

The GT agreement should establish an estimate of total costs to be offset and a ceiling that the holder may not exceed (except at its own risk). Use of a GT agreement requires (1) that the holder's accounting system is adequate for determining allowable costs and (2) that Government observation during performance will provide reasonable assurance that efficient methods and effective cost controls are used.

### **Costs That May be Offset Under a GT Agreement: Allowable Costs**

Total allowable costs may be offset under a GT agreement to the extent they do not exceed the total annual fee for the corresponding permit.

Costs are allowable if they are (1) allocable, (2) actual, (3) reasonable, and (4) not unallowable, in accordance with the Cost Accounting Standards (CAS) promulgated by the CAS Board; the terms of the applicable permit and GT agreement; and this guidance. If a holder's costs are inconsistent with CAS, costs resulting from the inconsistent practice shall not be allowed in excess of the amount that would result from using practices consistent with CAS.

## **1. Allocable Costs**

The total costs of an agreement include all costs properly allocable to the agreement. A cost is allocable if it is assignable to one or more cost objectives on the basis of relative benefits received or some other equitable relationship.

A cost objective is a function, organization subdivision, contract, or other work unit for which cost data are desired and for which provision is made to accumulate and measure the cost to processes, products, jobs, and capitalized projects. See 48 CFR 9904.405. Final cost objective means a cost objective that has allocated to it both direct and indirect costs. Additionally, the GT agreement is a final cost objective separate from campground operation and other business of the holder.

Both direct and indirect costs are allocable to the GT agreement.

### **a. Direct Costs**

Costs are direct if they can be assigned to a particular final cost objective. Direct costs are not limited to items that are incorporated in the end product as material or labor. No final cost objective shall have allocated to it as a direct cost any cost, if other costs incurred for the same purpose in like circumstances have been included in any indirect cost pool to be allocated to that or any other final cost objective (e.g. travel charged to one GT agreement directly and to another GT agreement indirectly). With respect to GT fee offset, costs identified specifically with a GT agreement are direct costs. All costs identified specifically with other final cost objectives of the holder are direct costs of those cost objectives. See 48 CFR 9904.402.

### **b. Indirect Costs**

Costs are indirect if they are not directly identified with a single final cost objective, but rather are identified with two or more final cost objectives. After direct costs have been charged to a GT agreement or other cost objectives, indirect costs are those remaining to be allocated among cost objectives. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose in like circumstances have been included as a direct cost of that or any other final cost objective. Indirect costs shall be accumulated by logical cost groupings with due consideration of reasons for incurring such costs. Indirect costs are necessary to the overall operation of the business, even if a direct relationship to any particular cost objective cannot be

shown.

Each pool should be determined so as to allow allocation of the pool on the basis of benefits accruing to the several cost objectives. The holder's method of allocating indirect costs shall be in accordance with CAS.

The base period for allocating indirect costs is the accounting period during which the costs are incurred. The base period is normally the contractor's fiscal year, unless performance involves only a minor portion of the fiscal year, so long as large lump sum payments are appropriately amortized for the entire year. The fiscal year is the accounting period for which annual financial statements are regularly prepared, which is generally a period of 12 months, 52 weeks, or 53 weeks.

**c. Consistency in Allocating Direct and Indirect Costs**

All costs incurred for the same purpose, in like circumstances, shall be allocated consistently as either direct costs or indirect costs with respect to all final cost objectives. The purpose of this standard is to require that each type of cost be allocated only once and on only one basis to prevent double counting. The criteria for determining the allocation of costs should be the same for all similar final cost objectives.

**2. Actual Costs**

Costs are actual if they are incurred, rather than forecasted. See 48 CFR 9904.405.

**3. Reasonable Costs**

Costs are reasonable if in their nature and amount they do not exceed the costs that would be incurred by a prudent person in the conduct of competitive business, i.e., the type of costs generally recognized as ordinary and necessary for the conduct of the holder's business.

**4. Unallowable Costs**

Costs are unallowable if they are expressly designated as such under this guidance or under a GT agreement. The following costs are expressly unallowable in a GT agreement: costs of corporate celebrations, promotional material, memberships in civic and community organizations, bad debts, gifts, entertainment, airfare in excess of coach fare, alcoholic beverages, advertising (unless required for the conduct of work authorized under a GT agreement), lobbying, political activities, bonuses in excess of the remunerative value of an employee's work function, partnership prorations, insurance not required by the permit, self-insurance, interest, attorney's fees, and any cost that the Government is prohibited from reimbursing by law or regulation. Refer to Cost Accounting Standards, FAR 31, or OMB circulars for more detail on what constitutes unallowable costs.

Unallowable costs shall not be included in indirect cost pools. In addition, unallowable costs shall be excluded from any billing, claim, or proposal applicable to a GT agreement. Accounting



for and presentation of unallowable costs shall conform to the standards set forth in 48 CFR 9904.405 or some other accepted accounting standard such as GAAP.

### **Determining an Indirect Cost Rate**

Before indirect costs may be offset under a GT agreement, the holder must disclose its accounting procedures and must certify that its determination of indirect cost conforms to CAS and this guidance.

For New Permits: an applicant proposing to perform GT fee offset work must submit his or her accounting procedures and historical indirect cost rate in response to a prospectus.

For existing permits: a holder must submit its proposed indirect cost rate and supporting documentation to the authorized officer for approval. The Forest Service may review and determine a reasonable indirect cost rate. It is recommended that a contracting officer or designated representative review the proposed indirect cost rate.

### **Cost Pool Method**

Sample Indirect Cost Rate Calculation:

$$\text{Indirect Cost Pool}^1 / \text{Allocation Base}^2 = \text{Indirect Cost Allocation Rate}^3$$

<sup>1</sup>The indirect cost pool can usually be extracted from the year-end income statement that identifies and summarizes these types of costs. However, this total pooled amount must exclude all amounts previously identified as unallowable costs.

<sup>2</sup>The allocation base can usually be extracted from the year-end income statement that identifies and summarizes costs of goods and services sold. However, the allocation base can also be calculated using other non-monetary measures, such as direct labor hours or floor space. Whatever the allocation base, once established, it must be consistently applied for all of the holder's operations.

<sup>3</sup>The indirect cost allocation rate (ICAR) is an annualized rate determined by the ratio of the indirect cost pool to the allocation base. Once established, the ICAR is multiplied by the allocation base for a specific cost objective to determine the amount of indirect costs that are allocable to that specific cost objective. The allocation base of the individual cost objective must be consistent with the overall allocation base used to establish the rate.

### **Simplified Method**

Total Cost =	Unallowable	+	Indirect +	GT Direct +	Non GT Direct
	Expenditures		Cost	Expenditures	Expenditures
(T)	= (U)	+	(A)	+	(B) + (C)

$$\text{Indirect Cost Rate} = (A) / (B) + (C)$$

## **Review of Indirect Cost Rates**

For the businesses associated with the concession campground program, a fixed rate is most appropriate. A fixed rate is agreed to in advance. It estimates the holder's future costs (based on historical costs). It is not retroactively adjusted at the end of the fiscal year. Instead, the difference between estimated and actual costs will be the basis for adjusting the rate for future years (for additional guidance, see Implementation Guide for OMB Circular A-87, Part 6 Attachment E). The following guidelines may be helpful in reviewing indirect cost rate proposals.

1. Review the submission for materiality, completeness, and reliability of supporting data, including audited financial statements.
2. Acknowledge receipt and request any needed additional information.
3. Review prior negotiation and audit experience; assess prior agreements and applicable conditions.
4. Assess the submission's general reliability and business entity's financial condition (new permits only).
5. Determine the extent to which coordination with other Forests or Regions may be necessary.
6. Review the proposal for accuracy and determine whether it includes all activities and costs of the business entity.
7. Determine whether unallowable costs have been excluded and whether allocation methods and billing mechanisms are appropriate and properly designed.
8. Assess what the appropriate rate base (e.g. salaries and wages, modified total direct cost) should be for the resulting indirect cost rate and the extent to which any rate established should be subsequently adjusted.

## **Claiming reimbursement**

Before any offset may be given under a GT agreement, the holder must disclose its accounting practices and must certify that its determination of costs conforms to CAS and this guidance. Unallowable costs shall be excluded from any billing, claim, or proposal applicable to a GT agreement. The holder must sign and date a certification that the claimed costs meet these criteria and must maintain supporting records for the term of the permit. Costs claimed for reimbursement are subject to audit.

## **Proper Cost Accounting (adapted from 48 CFR 9904.405)**

A holder is responsible for accounting for costs properly and maintaining records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, are allocable to the GT agreement, and comply with CAS, GAAP, or FAR Part 31.2 and this guidance. The holder must disclose its accounting practices with regard to the distinction between direct and indirect costs and provide specific criteria for making such distinctions.

A holder's practices used to estimate costs in pricing a proposal for a GT campground concession shall be consistent with the holder's accounting practices used to accumulate and report costs.

A holder's accounting practices used to accumulate and report actual costs for a permit or GT agreement shall be consistent with the holder's practices used to estimate costs in pricing the proposal relating to that permit or agreement.

The cost of any project not authorized by a GT campground concession permit or GT agreement, whether or not related to performance of a proposed or existing permit, shall be accounted for, separately from the cost of projects authorized by a permit or GT agreement.

The holder's fiscal year shall be used as the holder's cost accounting period, except that an annual period other than the fiscal year may be used if it is an established practice of the holder. The holder shall follow consistent practices in selecting cost accounting periods in which any types of expense and adjustments to expense are accumulated and allocated.

The same cost accounting period shall be used for accumulating costs in indirect cost pools and for allocation of costs to cost objectives.

The holder shall have and consistently apply written statements of accounting practices for accumulating the costs of material and allocating costs of material to cost objectives.

Labor costs, whether direct or indirect, including salary, benefits, travel, training, unemployment and compensated personal absence, shall be assigned to the cost accounting periods in which the entitlements were earned. The costs of compensated personal absence for an entire cost accounting period shall be allocated annually on a pro rata basis among the final cost objectives of that period.



**File Code:** 2720/6500

**Date:** July 11, 2002

**Route To:**

**Subject:** Indirect Cost Reimbursement in Granger-Thye Permits

**To:** Regional Foresters

**Issue.** At the request of the National Forest Recreation Association (NFRA) we have evaluated how the Forest Service reimburses the indirect costs of permit holders who perform Granger-Thye (GT) fee offset work. Holders are concerned that forests are inconsistent on whether and how indirect costs are allowed and what documentation is necessary to support a claim for indirect costs.

**Background.** Under Section 7 of the GT Act, and when authorized by a permit and GT fee offset agreement (GT agreement), the Forest Service offsets all or part of the permit fee paid by campground concessionaires with the cost of Government renovation, reconditioning, improvement, and maintenance performed at the concessionaire's expense on facilities covered by the permit. When the holder performs the work, it is authorized by an attachment to the permit called a GT fee offset agreement. Alternatively, the Forest Service may enter into a collection agreement as authorized by Section 5 of the GT Act to perform work eligible for fee offset under Section 7.

**Historical Practice.** Typically the field has offset the holder's direct costs for approved offset work, but reimbursement for the holder's indirect costs has varied. Approaches have included limiting indirect costs to a maximum of 5 percent or 10 percent of the fee to be offset, limiting the type of indirect costs to be reimbursed, or reimbursement of a flat overhead rate without documentation. Review of this issue has shown that these methods are not appropriate, because holders should be reimbursed actual costs. There is a misconception among employees and holders that the Forest Service can reimburse a flat indirect cost rate without documentation. There is often disagreement between forests and holders about what costs may be reimbursed.

**Comparison.** The Office of Management and Budget (OMB) has issued circulars to guide cost reimbursement for several types of business entities, including Circular A-87 for State and Local Governments and Circular A-122 for Non-Profit Organizations. The Federal Acquisition Regulation (FAR) Part 31 guides cost reimbursement for Commercial (For-Profit) Entities. We evaluated how cost reimbursement is conducted in other agency programs. Regulations at 7 CFR 3019.27 were updated in August 2000 to address the determination of allowable costs for grants and agreements in conformance with applicable OMB circulars. FSH 1509.11, Chapter 70, provides that administration of costs in grants and agreements for commercial entities is subject to FAR Part 31, Contract Cost Principles and Procedures. Adopting these cost standards for GT offset will create consistency among the program areas of special uses, contracting, and grants and agreements and conform to OMB guidance.



**Conclusion.** Offset of indirect costs is appropriate. Indirect costs are a customary charge in contracting and grants and agreements and should be eligible for offset under GT agreements. The following guidance applies to reimbursement of actual costs to commercial entities holding GT permits. The guidance (enclosed) is excerpted from FAR Part 31 and 48 CFR Part 9904 but has been tailored to address GT agreements. A simplified process for small concessions is included at the end of the document. Cost principles for non-profit entities and state or local governmental entities are not addressed. The guidance does not address the reimbursement of agency indirect costs. When the Forest Service performs the work, agency indirect costs will be assessed in accordance with FSH 1509.11, Chapter 33 and indirect cost rates established nationally (e.g., the FY2002 rate is 18 percent).

**Implementation.**

Before the holder's indirect costs may be offset under a GT agreement, the holder must submit its indirect cost rate and supporting documentation for approval. Determination of an indirect cost rate should comply with the Cost Accounting Standards (CAS) and this guidance. When claiming cost reimbursement, the holder must certify that costs claimed comply with this guidance. Indirect costs based on approved Indirect Cost Allocation Rates (ICAR) should be reimbursed starting with 2002 permit fees. This advice for reimbursement of indirect costs is not retroactive to prior year permit fees.

For New Permits: Applicants must disclose accounting procedures and historic indirect cost allocation rates in response to a prospectus.

For Existing Permits: Holders must submit their ICAR to the authorized officer. Because the ICAR will be the same for all permits held by a specific company, it is recommended that the regional external auditor review and approve the rate. Regional auditors should coordinate the review for companies operating in more than one region.

/S/ TAMARA L. HANAN

/S/ DAVID G. HOLLAND

DAVID G. HOLLAND  
Director, Recreation, Heritage,  
and Wilderness Resources  
cc: Carolyn Holbrook

TAMARA HANAN  
Director, Financial Policy  
and Analysis



## **Appendix 16**

### **Sample Business Plan**

**The  
R8 Business Plan  
For  
Campground Concessions**

**Southern Region  
of the  
USDA Forest Service**



A Proposal in Response to  
the Campground Prospectus for:

\_\_\_\_\_

on the

\_\_\_\_\_ Ranger District

\_\_\_\_\_ National Forest

Name of Company : \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Company Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

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# **Part I: The Business**

## **1. Purpose and Goals:**

A. What is your purpose in pursuing this business?

B. Define your business goals for the next year and what you foresee five years from now:



## **2. Description of the Business:**

This section should describe the nature and purpose of the company, background on your industry, and what opportunities you see for your services.

A. Brief description of the business:

B. Briefly describe your knowledge of this industry:

C. List the products and services you will provide:

### 3. Legal Structure:

There are several ways in which your business can be legally organized.

A. How is your company legally organized? (Check appropriate box).

- ☐ Sole Proprietorship
- ☐ General Partnership
- ☐ Corporation --- ☐ "C" Corp or ☐ "S" Corp
- ☐ Limited Partnership
- ☐ Limited Liability Company (LLC)
- ☐ Other

B. Why is this legal organization most appropriate for your business?

C. Does your operation require a state registration number? YES \_\_ NO \_\_.  
(If "Yes", include a copy of the registration in the Supporting Documents.)

Include any appropriate information, including shareholder or partnership agreements, in the Supporting Documents, and complete the following list of owners:

<b>Name</b>	<b>Address</b>	<b>SSN</b>	<b>% Ownership</b>
-------------	----------------	------------	--------------------

#### **4. Location of Your Business:**

Describe the planned geographical location of the business and discuss the advantages and disadvantages of the site location in terms of wage rates, labor availability, closeness to customers or suppliers, access to transportation, state and local taxes, laws, and utilities. Describe your approach to overcoming any problems associated with the location.

A. Planned geographical location:

B. Discuss advantages or disadvantages of the site location:

C. Describe your approach to overcoming any problems:

## **5. Market And Customers:**

The purpose of this section is to present sufficient facts to convince the evaluation team that your service has a substantial market and can achieve success in the face of competition. Discuss who the customers are for your service. Where are the major purchasers for the service?

A. Describe your anticipated target market (e.g., age, income, hobbies, regional, national, international):

B. Describe the size of the current total market and potential annual growth:

C. Discuss your advertising campaign in terms of how, when, and where you will advertise, and estimated annual cost:

## 6. Competitive Analysis:

Make a realistic assessment of the strengths and weaknesses of your competitors. Compare the competing services on the basis of image, location, price, advertising, and other pertinent features. Discuss your key competitors and explain why you think that you can capture a share of their business. Discuss what makes you think it will be easy or difficult to compete with them.

A. Identify your key competitors:

B. Discuss their strengths and weaknesses.

C. Compare your product or service on key areas. For each area of comparison rank yourself and your selected competitors on a scale of 1 (high) to 5 (low). Remember: no ties.

Area of Comparison	You	Competitors			
		A	B	C	D
Image					
Location					
Price					
Advertising					
Service					
Uniqueness					
Other					

Why do you think you can compete with your competitors and capture a share of the market?



## **7. Management:**

The evaluation team is looking for a committed management team with the proper balance of technical, managerial, and business skills and experience which supports your proposal. Be sure to include complete resumes for each key management member in the Supporting Documents section.

(Use additional pages and attach as necessary)

A. List owners and key management personnel and their primary duties. If any key individuals will not be onboard at the start of the venture, indicate when they will join the staff.

B. Discuss any experience when the above people have worked together that indicates how their skills complement each other and result in an effective management team.

C. List the advisors and consultants that you have selected for your venture. Capable, reputable, and well-known supporting organizations can not only provide significant direct and professional assistance, but also can add to the credibility of your venture.

Accountant \_\_\_\_\_

Attorney \_\_\_\_\_

Banker \_\_\_\_\_

Insurance Broker \_\_\_\_\_

Advertising \_\_\_\_\_

Others \_\_\_\_\_

## **8. Personnel:**

Explain how you plan to recruit, develop, and maintain your workers. List the number of employees you will have, as well as their job titles and required skills. (Use additional pages as necessary)

A. Identify essential employees, their job titles, and required skills:

B. Identify the source and your plan to recruit essential employees:

C. Discuss any training or retraining that you plan for your employees. Also, discuss any necessary first-aid certification or recertification, etc:

## Part II: Financial Data

### 1. Capital-Equipment List:

Capital equipment is defined as assets which have useful lives of more than one year. Examples include machines, equipment, vehicles, livestock, tack, gear, and computers. Describe the equipment, the quantity, whether the equipment is new or used (N/U), the expected useful life, and the cost. This includes equipment purchased from existing businesses.

<b>Equipment</b>	<b>Quantity</b>	<b>N/U</b>	<b>Life</b>	<b>Cost</b>
<b>Total Cost of Capital Equipment</b>				\$ _____

## 2. Start-Up Expenses:

Start-up expenses are the various costs it takes to open your doors for business:

Item	Cost
Total cost of capital equipment	\$ _____
Beginning inventory of operating supplies	_____
Legal fees	_____
Accounting fees	_____
Other professional fees	_____
Licenses and permits	_____
Remodeling and repair work	_____
Deposits (public utilities, etc.)	_____
Advertising	_____
Insurance	_____
Bonds	_____
Advance permit fees	_____
Other expenses:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Total Start-Up Expenses</b>	<b>\$ _____</b>

### 3. Sources and Uses of Financing:

#### A. Sources of Financing:

Investment of cash by owners	\$ _____
Investment of cash by shareholders	_____
Investment of noncash assets by owners	_____
Investment of noncash assets by shareholders	_____
Bank loans to business: short term (one year or less)	_____
Bank loans to business: long term (more than one year)	_____
Bank loans secured by personal assets	_____
Small Business Administration loans	_____
Other sources of financing (specify)	_____
_____	_____

<b>Total Sources of Financing</b>	<b>\$ _____</b>
-----------------------------------	-----------------

#### B. Uses of Financing:

Buildings	\$ _____
Equipment	_____
Initial inventory	_____
Working capital to pay operation expenses	_____
Noncash assets contributed by owners (use same amount as in Sources, above)	_____
Other assets (specify)	_____
_____	_____
_____	_____

<b>Total Uses of Financing</b>	<b>\$ _____</b>
--------------------------------	-----------------



### **C. Monthly Cash Flow Projection:**

The cash flow projection is the most important financial planning tool available to you. The cash flow projection attempts to budget the cash needs of a business and shows how cash will flow in and out of the business over a stated period of time. A cash flow deals only with actual cash transactions. Depreciation, a noncash expense, does not appear on a cash flow. Loan repayments (including interest), on the other hand, do, since they represent a cash disbursement.

**NOTE: The Cash Flow Projection chart on the following page is required to be completed and submitted in the existing format.**

Cash Flow Chart Goes Here

#### D. Start-up Balance Sheet:

Balance sheets are designed to show how the assets, liabilities, and net worth of a company are distributed at a given point in time.

**NOTE: The following Start-up Balance Sheet is required to be completed and submitted in the existing format.**

#### Start-up Balance Sheet

##### Assets

Current Assets		\$	_____
Fixed Assets	\$		_____
Less Accumulated Depreciation	\$		_____
Net Fixed Assets		\$	_____
Other Assets		\$	_____
<b>Total Assets</b>		\$	_____

Footnotes:

##### Liabilities

Current Liabilities	\$	_____
Long-Term Liabilities	\$	_____
<b>Total Liabilities</b>	\$	_____

##### Net Worth or Owner's Equity

(Total assets minus total liabilities)

<b>Total Liabilities and Net Worth</b>	\$	_____
--	----	-------

Footnotes:

#### **E. Start-up Income Statement Projection:**

Income Statements (also called Profit and Loss Statements) complement balance sheets. The income statement provides a moving picture of the company during a particular period of time. For most businesses (and for most bankers), income projections covering one to three years are more than adequate.

If you are in a start-up situation, look for financial-statement information and income ratios for businesses similar to yours. The Robert Morris Associates' *Annual Statement Studies* and trade association publications are two possible sources.

**NOTE: The following Income Projection Statement is required to be completed and submitted in the existing format.**

Income Projection Chart Goes Here

## Part III: Historical Financial Reports for Existing Business

1. Each applicant is required to submit all four items listed below.

- \_\_\_\_ 1. Balance sheet (past three years)
- \_\_\_\_ 2. Income statement (past three years)
- \_\_\_\_ 3. Tax returns (past three years)
- \_\_\_\_ 4. Current credit report from major credit bureau

## Part IV: Supporting Documents

1. Each applicant is required to submit all five items listed below.

- \_\_\_\_ 1. Personal resumes of business owners, officers, and partners
- \_\_\_\_ 2. Personal financial statements of business owners, officers, and partners
- \_\_\_\_ 3. Bank or investor letters of intent to finance project
- \_\_\_\_ 4. Copies of business leases pertinent to this business
- \_\_\_\_ 5. Copies of all pertinent existing permits or licenses applicable to this business  
(Submit only the face pages of all current concession permits)



## **Part V: Appendices**

### **Legal Organization:**

The more popular legal organizations and their reasons are outlined below. Business Start-up Kits and information on registration, licensing, and permit requirements for New Mexico can be obtained by calling (505) 428-1362 or (800) 281-7232.

#### **1.Sole Proprietorship**

A sole proprietorship is a business owned by one person. This form of business is regulated by the state only in that some states requires you to register your trade name to do business as a sole proprietor. You do not have to register with the state if you are operating your business under your own full legal name. (Note: You must be licensed where required, and pay all appropriate taxes.)

#### **Advantages:**

- ② Simple to start.
- ② Easy to dissolve.
- ② Owner makes all management decisions.
- ② Pay only personal income tax; business entity not taxed separately.

#### **Disadvantages:**

- ② Unlimited liability (owner legally liable for all debts, claims and judgments).
- ② Difficulty in raising additional funds.
- ② No one to share the management burden.
- ② Impermanence (company can't be sold or passed on; however, you may sell or pass on assets of the company).

## **2. General Partnership:**

A partnership is an association of two or more persons to carry on as co-owners of a business for profit. Some states require that you register your name if it is a trade name (not your full legal name). You must file state and Federal "information returns," but business income and losses flow through to the partners' personal taxes. The business pays no separate income taxes. Partners may share the profits of the business (and the losses) on an equal basis, or may pro rate the proceeds as set forth in a Partnership Agreement. Whichever way you determine to share in the business, you need to have a written Partnership Agreement outlining the ownership, responsibilities, and eventualities of dissolution or liquidation for the business.

### **Advantages:**

- ② Simple to start.
- ② Fairly easy to dissolve.
- ② Additional sources of capital from partners.
- ② Broader management base.
- ② More opportunity for each partner to specialize.
- ② Tax advantages: no separate income tax.
- ② Limited outside regulation, compared to a corporation.

### **Disadvantages:**

- ② Unlimited financial liability for all general partners (some partners' personal debts can even be charged to the business).
- ② Difficulty if raising outside capital.
- ② Divided authority.
- ② Continuity problems (business dies when any partner leaves or dies, unless succession has previously been spelled out in a Partnership Agreement. Partnership terminates in the event of a personal bankruptcy on the part of any partner).
- ② Difficult to find suitable (compatible) partners.
- ② One partner may be responsible for the actions of another partner, regardless of whether that partner had prior approval.

### **3. Corporation:**

There are two types of corporations generally recognized today: a regular "C" corporation, organized under the laws of the state in which you do business; and an "S" Corporation, so designated by the IRS and not necessarily recognized by your state.

A corporation is a business entity separate and distinct from its owner(s) or shareholder(s). You must file incorporation papers with the state of your choice. The corporation must file annual reports with the Secretary of State, and may have to file separate quarterly income tax returns. The corporation exists forever, can be bought and sold, and is regulated by the state.

#### **A. "C" Corporation Advantages:**

- ② Limited liability (as long as you *act* like a corporation-which means having a separate checking account and phone number, paying interest on any borrowed money, keeping up a corporate record book, filing annual reports, meeting with your Board of Directors at least annually, etc.).
- ② Easier to bring in additional capital.
- ② Ownership is transferable.
- ② Company has continuous, perpetual existence.
- ② Possible tax advantages (seek adequate advice from a tax professional).
- ② Gives you more sense of permanence, thus more ``weight," in the business world.

#### **"C" Corporation Disadvantages:**

- ② More expensive to organize.
- ② Highly regulated.
- ② Extensive record-keeping requirements.
- ② Double taxation (corporation pays its own income taxes; if you pay yourself a salary or a dividend, you also pay personal income taxes).
- ② Shareholders/Board of Directors may counter your management decisions.

## **B. "S" Corporation Advantages**

- ② Filing a Subchapter Selection with the Internal Revenue Service allows you to be taxed on your corporate profits through your personal tax return.
- ② You still maintain the limited liability of a corporation.
- ② If you have additional personal income against which to deduct company losses, or if your personal tax rate is lower than the corporate tax rate, this form may be advantageous for you. Again, please seek professional tax advice to make this determination.

## **"S" Corporation Disadvantages**

- ② There are some restrictions on "S" corporations, mainly in how you can sell your shares. You can have a maximum of 35 shareholders, all of whom must be U.S. citizens, and be individuals (not corporations).
- ② You must request permission from the IRS to be an "S" corporation, and generally, must maintain the calendar year as your fiscal year.

## **4. Limited Partnership**

In a Limited Partnership, there are two kinds of partners: general partners, who carry full liability; and limited partners, who carry limited liability. Limited partners must make known, through filing with the Secretary of state, that they indeed are limited partners, and they may not participate in the day-to-day management of the business. Again, as in the "S" Corporation, profits from Limited Partnerships are taxed through each partner's personal tax return. Limited partnerships are popular in industries where a great deal of "up-front" money is needed for projects that are expected to produce a high return, such as in real estate, energy, movie production, and sports teams.

## **5. Limited Liability Company (LLC)**

While wearing the corporate form, essentially, an "LLC" is similar to a Limited Partnership, except the general partner also carries limited liability. Profits are taxed through individual owners' personal tax returns. The advantage of this form over an "S" Corporation is that other corporations may be owners, and the "LLC" may also hold 100% ownership in subsidiary companies.

Be aware that the "LLC" is a relatively new business form. Legal precedents have not yet been set to outline clearly all the legal and tax ramifications of this form of organization. If interested in becoming an "LLC", you are strongly urged to seek competent, professional legal and tax advice.

## **Appendix 17**

**Form FS 6500-24**

**Financial Statement**

(Ref. 36 CFR 223.7(e), 36 CFR 251.54(e), Federal Acquisition Regulation 48 CFR 9.104.1.)

INSTRUCTIONS: Forest Service (FS) requires the respondent to provide the most recent fiscal year financial statement. FS may also request the respondent to provide two additional years of financial data, on a case by case basis. If more space is needed to fully answer any item below, attach additional sheets.

1. NAME OF CORPORATION, PARTNERSHIP, OR PROPRIETORSHIP (Include any names the organization/firm operated under during past three years and specify the year operated for each name):

2. STATE  
INCORPORATED

3. DATE INCORPORATED

4. ADDRESS OF PRINCIPAL PLACE OF BUSINESS (*with ZIP CODE*)

5. IF PARTNERSHIP, NAMES OF PARTNERS, AND THEIR PARTNERSHIP INTERESTS

6. NAMES, TITLES, AND ADDRESSES OF CORPORATE OFFICERS AND DIRECTORS, with number of shares of stock owned by each:

FULL NAME	TITLE	ADDRESS ( <i>Number, Street, City, State, and ZIP CODE</i> )	SHARES OWNED

7. REFERENCES (*At least three should be given, preferably blanks*):

FULL NAME	ADDRESS ( <i>Number, Street, City, State, and ZIP CODE</i> )

NOTE: Respondents may submit certified financial statements in lieu of answering PARTS A through C on the next pages. However, respondents must complete either certification statement PART D (1) or PART D (2) at the bottom of the last page.



**PART A. BALANCE SHEET**

	CURRENT YEAR (MO/DA/YR)	PAST YEAR (MO/DA/YR)	THIRD YEAR (MO/DA/YR)
<b>YEAR ENDED</b>	//	//	//
<b>ASSETS</b>			
CURRENT ASSETS:			
CASH			
RECEIVABLES-TRADE			
LESS ALLOWANCES FOR DOUBTFUL ACCOUNTS	< >	< >	< >
INVENTORIES (list major categories):			
SUPPLIES AND MISCELLANEOUS MARKETABLE SECURITIES			
PREPAID EXPENSES			
SUPPLIES INVENTORY			
OTHER CURRENT ASSETS:			
TOTAL CURRENT ASSETS			
FIXED ASSETS:			
LAND			
BUILDINGS			
MACHINERY AND EQUIPMENT			
PLANT			
LEASEHOLD IMPROVEMENTS			
OTHER			
LESS ALLOWANCE FOR DEPRECIATION	< >	< >	< >
BOOK VALUE-FIXED ASSETS			
OTHER ASSETS:			
DEPOSITS-CASH			
DEPOSITS-SECURITIES			
TOTAL-OTHER ASSETS			
<b>TOTAL ASSETS</b>			



ART C. INCOME STATEMENT		CURRENT YEAR	PAST YEAR	THIRD YEAR
GROSS SALES				
LESS-RETURNS AND ALLOWANCES		< >	< >	< >
NET SALES				
LESS-COST OF GOODS SOLD		< >	< >	< >
GROSS PROFIT ON SALES				
LESS-SELLING EXPENSE		< >	< >	< >
NET PROFIT (LOSS) ON SALES				
GENERAL EXPENSE:				
OFFICERS SALARIES				
LEGAL AND OTHER PROFESSIONAL EXPENSE				
OFFICE EXPENSE				
OTHER				
TOTAL GENERAL EXPENSE				
NET OPERATING PROFIT (LOSS)				
ADD-OTHER INCOME				
LESS-INTEREST EXPENSE				
INCOME TAXES		< >	< >	< >
OTHER EXPENSE		< >	< >	< >
NET AMOUNT OF OTHER INCOME AND EXPENSE		< >	< >	< >
ET PROFIT (LOSS) FOR YEAR				
OTE: Offers must set forth full, accurate, and complete information as required in this Financial Statement ( <i>including any attachments</i> ). The penalty for making false statements in this Financial Statement is prescribed in 18 U.S.C. 1001.				
<b>ART D (1). CERTIFICATION FOR CORPORATIONS OR PARTNERSHIPS</b>				
We, the undersigned, general officers ( <i>or members</i> ) of _____ ( <i>name of corporation or partnership</i> ) being severally sworn, each declares that the above or attached financial statements are true and correct, and that it covers all of the financial affairs of said company ( <i>or</i> ) firm up to and including the date of _____, 19_____.				
CERTIFYING OFFICIAL'S NAME AND TITLE		SIGNATURE ( <i>Sign in ink</i> )		DATE
CERTIFYING OFFICIAL'S NAME AND TITLE		SIGNATURE ( <i>Sign in ink</i> )		DATE
SWORN TO AND SUBSCRIBED before me this _____ day of _____ ( <i>Month/Year</i> )				(Affix Notary Seal)
SIGNATURE		TITLE		
<b>PART D (2). CERTIFICATION FOR INDIVIDUALS</b>				
I swear ( <i>or affirm</i> ) that the above or attached financial statements are true and correct to the best of my knowledge.				
INDIVIDUAL'S NAME AND TITLE		SIGNATURE ( <i>Sign in ink</i> )		DATE
SWORN TO AND SUBSCRIBED before me this _____ day of _____ ( <i>Month/Year</i> )				(Affix Notary Seal)
SIGNATURE		TITLE		
Public reporting burden for this collection of information is estimated to average 2 hours 8 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 4040W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB #0596-0012), Washington, D.C. 20503				

## **Appendix 18**

**Form FS 6500-25**

**Request for Verification**

U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE  
REQUEST FOR VERIFICATION  
(Reference FSH 6509.18)

Instructions: Applicant - Complete Items 1 thru 5. Forward directly to bank or lending institution.  
Lender - Please complete Items 6 thru 15.  
Return directly to: National Forest, ATTN:

**PART I: REQUEST**

1. TO: (Name and Address of Bank or other Lending Institution)	2. FROM: (Name and Address of Applicant)	
3. Statement Of Applicant		
TYPE OF ACCOUNT	ACCOUNT NUMBER	CURRENT BALANCE
Checking Account		
Savings Account		
Other		

I have applied for a timber sale contract or concessionaire permit (please cross one out) with the National Forest and state that my balances with the bank or lending institution named in Item 1 are as shown in Item 3. My signature below authorizes verification of the information. Your response is solely a matter of courtesy for which no responsibility is attached to your institution of any of your officers.

4. Signature of Applicant	5. Date
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**PART II: VERIFICATION**

6. Does applicant have any outstanding loans? YES NO If yes, fill in Item 7.	10. Is the account less than 2 months old? YES NO If yes, fill in Item 11.
7. TYPE OF LOANS MONTHLY PYMT. PRESENT BALANCE Secured	11. Date account was opened:
Unsecured	12. Payment Experience: Favorable _____ Unfavorable _____ If unfavorable, please explain in remarks.
8. Is applicant's statement in Item 3 correct? YES NO If no, fill in Item 9.	
9. CURRENT BALANCES Checking Savings	

13. Remarks:

THE INFORMATION ON THIS FORM IS CONFIDENTIAL. IT IS TO BE TRANSMITTED DIRECTLY, WITHOUT PASSING THROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.

14. Signature of bank or lending official	15. Date
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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0012), Washington, D.C. 20503.